



**5 YEAR LIMITED / PRO-RATED WARRANTY  
SPECIAL PURPOSE / NON-RESIDENTIAL POOL**

1. This limited warranty is extended to the original non-residential customer upon payment in full of covered components, and is non-transferable without written authorization from Splash SuperPools, Ltd.
2. **Pool Liner & Metal Structure Five (5) Year Limited & Prorated Coverage.** Any pool liner or metal structure determined by Splash to contain a manufacturing defect during the first year from the date of purchase will be repaired or replaced free of charge, excluding shipping and handling charges. For the remainder of the warranty, repair or replacement will be based on the prorated selling price by applying the percentages listed below in this Section 4 for the appropriate year. During the warranty period, the original purchaser shall be responsible for paying the below indicated percentages of the then current manufacturer's list price of the covered component:

Year 2	Year 3	Year 4	Year 5
15%	30%	60%	80%

3. **Included Accessories One (1) Year Limited Coverage.** Any skimmer, hoses and included fittings determined by Splash to contain a manufacturing defect during the first year from the date of purchase will be repaired or replaced free of charge, excluding shipping and handling charges.
4. Goods or equipment not manufactured by Splash are covered only by the stated warranty of the manufacturer, though sold or operated in conjunction with Splash's goods or equipment.
5. If any defect in material or workmanship has been properly reported to the Splash Warranty Center, the applicable parts will be repaired or replaced, at the discretion of Splash. If a determination of defect cannot be confirmed by Splash, a Splash representative will visit the customer's site to verify the defect. If, at the sole discretion of the Splash representative, there is determined to be a manufacturing defect in a covered part(s), the part(s) will be replaced or repaired at Splash's option. If a defect has not occurred, the customer will be required to reimburse Splash for the expense incurred to inspect the defect in question. Failure or refusal of the customer to allow Splash to inspect the product claimed defective shall render this limited warranty null and void. Splash will not be responsible for damage to any part(s) caused by customer, installer or others.

Splash's maximum liability under this limited warranty shall not exceed the original cost of the covered components.

6. The following anomalies are not considered to be indicators of defective product and may occur over time: surface rust and/or oxidation, paint chipping from powder coated legs. The following anomalies are not considered to be indicators of defective product and may occur in the liner: minor variations in weight, thickness, height and color.
7. This limited warranty shall be null and void if the design of this product is altered in any way or used in a manner other than for which the product was designed and intended.
8. Splash assumes no responsibility for errors in installation by the customer or any other installer not licensed by Splash. This limited warranty will not cover damage to the covered components, or complete pool, because of installation on a surface that is out of level by more than 1/2 inch. Splash assumes no responsibility for damage to the pool and structure as a result of the pool being installed on a surface that is not capable of fully-supporting the weight of the pool (filled with water) and pool equipment on a gross and per square foot basis.
9. Splash shall not be liable for any incidental or consequential damages arising from the use or defect of any covered component including, but not limited to the COST OF LABOR AND/OR CHEMICAL AND/OR WATER LOSS OR ANY DAMAGES THAT MAY OCCUR THEREFROM.
10. Specifically exempted from these warranties are claims arising from: abuse or other conditions exceeding normal use; improper or incorrect operation, or maintenance; or any use of the product other than the particular use for which the product was intended; and structural or earth movements; or acts of God.
11. Normal wear and tear is not covered by this warranty, including corrosion resulting from salt water and salt chlorine generation systems.
12. The structure and liner left erected when the pool has been emptied is exposed to potential severe damage; such damage is not covered by this limited warranty.
13. Damage to the covered components from ice, snow, rocks, debris, or other sharp objects are not covered by this limited warranty.
14. Damage to, or erosion of, the covered components from improper chemical use is not covered by this limited warranty. Caution should always be used with all chemicals as they can cause damage.
15. The components covered within this limited warranty, as part of your pool will be automatically registered with the Warranty Center upon shipment.

Splash's only responsibilities under this limited warranty are as stated on this document. Any dispute or claim arising from the purchase or use of Splash will be subject to arbitration in Little Rock, Arkansas under the rules established by the American Arbitration Association.

THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER REMEDY, WHETHER ARISING UNDER CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY OR ANY OTHER ACTION AT LAW OR IN EQUITY. THERE ARE NO OTHER WARRANTIES EITHER EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE FACE OF THIS CERTIFICATE.

To obtain performance under this warranty, first contact the Splash Customer Service Center by calling 1-800-927-7527.