

WARRANTY DOCUMENTS

PLEASE READ CAREFULLY



ONE-TIME TRANSFERABLE LIMITED STRUCTURAL WARRANTY AND 15-YEAR SURFACE WARRANTY AGAINST OSMOTIC BLISTERING

Keep This Information for Your Records

River Pools®, located at 840 Commerce Parkway, Fortville, Indiana 46040, provides the above-titled warranty to the original purchaser of the pool and provides a one-time transfer to a subsequent owner. The terms and conditions of warranties are determined based on the warranties in effect at the time the customer contracts to buy a pool shell.

STRUCTURAL. A pool purchased from River Pools® is warranted not to leak due to structural failures caused by workmanship and material used in the manufacturing of the pool.

SURFACE. River Pools® will warrant the surface of the pool from osmotic blistering for a period of FIFTEEN (15) years.

Water chemistry is extremely critical to maintain safe and healthy water and protect the surface finish of your pool. To protect the surface finish, you must always maintain proper water balance and chemical levels. Review the factors listed below and maintain the following levels:

Chlorine Residual - 1.0 to 3.0 ppm

pH Level - 7.2 to 7.6

Total Alkalinity - 80 to 120 ppm

Calcium Hardness - 150 to 200 ppm

Cyanuric Acid (chlorine stabilizer) - 30 to 50 ppm

Metals - 0 ppm

TDS - less than 1500 ppm (if salt system, maximum should be 1000 ppm above safe salt level)

Salt - 2700 to 3400 ppm (Only necessary if using a salt generator)

Langelier SI - Langelier Saturation Index (-0.3 to +0.3) Ideal is 0. (If you have a salt system, your saturation index should be between -0.2 to 0.2 to account for the additional corrosive characteristics of salt)

This list is not a conclusive list of chemicals that affect water chemistry.

ITEMS INCLUDED. River Pools® manufactures the pool or spa shell only. It does not manufacture the pumps, hoses, piping, pool covers, heaters or other items that may be used in a pool or spa installation. River Pools® warrants only the pool shell and spa shell, and only from defects in materials and workmanship.

ITEMS EXCLUDED. The following items are specifically excluded from this warranty:

- » Pumps, hoses, piping, pool covers, heaters and other items not manufactured by River Pools®. These items may be covered under other manufacturers warranties.
- » Damage caused by abuse or misuse of lack or reasonable maintenance and care or improper installation.

- » Damage caused by landscaping or drainage.
- » Damage caused during transport.
- » Damage caused from improper installation that includes but is not limited to failure to install 8" sump pump or well pit or failure to comply with recommended backfill guidelines.
- » Discoloration, staining, fading, hairline cracks, surface roughness, color variation, surface yellowing, whitening, calcium scale, or mineral deposits on the surface of the pool.
- » Damage to the pool resulting from natural occurrences such as, ground shifting, landslides, tornadoes, and earthquakes.
- » Repairs made to the pool from anyone other than an authorized representative of River Pools®.
- » Issues regarding inability to exactly match factory finish or color, even if repairs to the color and surface texture are made by an authorized River Pools® representative.
- » DAMAGE TO THE SURFACE of the pool caused by not maintaining properly balanced water chemistry as set forth in the River Pools® Owner's Manual.
- » FINISH CHARACTERISTICS NOT COVERED UNDER WARRANTY ARE: DISCOLORATION, FADING, WHITENING, STAINING, YELLOWING, MINERAL DEPOSITS, CALCIUM SCALE, COLOR VARIATION AND HAIRLINE CRACKS.

VOIDING THE ONE-TIME TRANSFERABLE LIMITED WARRANTY. This warranty is rendered null and void if:

- » The product is used for anything other than residential use.
- » This pool water is ever allowed to go below the skimmer.
- » Pool installation does not follow recommended install instructions including proper backfill material and well pit.

WARNING: allowing the water level to go below the skimmer puts different loads on the walls of the pool and can cause major structural failures. Do not drain the pool!

TRANSFERABILITY. This warranty applies to the original purchaser of the River Pools® product. A one-time transfer is allowable to a subsequent owner with the proper documentation, procedures and fee. A request in writing must be sent to River Pools® at 840 Commerce Parkway, Fortville, Indiana 46040 or such address as may be posted at <https://riverpoolsandspas.com> within thirty (30) days of the transfer. Photographic proof of the product must be provided in order to ensure that the product has had proper maintenance. A fee of \$75 (subject to change) must be included with the above documentation. River Pools® can accept or deny the transfer if it determines in its sole discretion the pool has not had proper maintenance.

OBTAINING WARRANTY SERVICE. Customer must contact River Pools® in writing at 840 Commerce Parkway, Fortville, Indiana 46040, or such address as may be posted at <https://riverpoolsandspas.com> within thirty (30) days of the claimed defect and within the applicable warranty period to begin process for warranty service authorization. Dated proof of original purchase from River Pools® or its authorized distributor or installer will be required. If an inspection is requested a photographic document must be provided to River Pools® in order to determine the best remedy for a solution. Customer agrees to permit inspection of the product by an approved River Pools® inspector or representative of River Pools®. Product must be paid in full, before any warranty work will begin.

On the last page of this warranty, we have provided a daily operation record. It is the buyer's responsibility to provide and record the care and regular maintenance of this pool. We require that any claim that is submitted includes a regularly updated operation and service record of your pool. If you have your pool professionally serviced, you can likely request this from your independent pool dealer.

The buyer must sign a waiver before our technicians can provide service on the buyer's property.

APPLICABILITY. This warranty applies when the warranted product (a) is installed in accordance with the manufacturer's specifications, (b) is properly and reasonably maintained, and (c) has not been subjected

to damage, misuse, or abuse, and (d) is for residential use only.

WARRANTY EXCLUSIONS AND LIMITATIONS. IF THE PRODUCT DOES NOT OPERATE AS WARRANTED ABOVE, CUSTOMER'S SOLE REMEDY FOR BREACH OF THE WARRANTY SHALL BE **REPLACEMENT OR REPAIR** OF THE PRODUCT OR REFUND OF A PORTION OF THE PURCHASE PRICE PAID, AT RIVER POOL®'S OPTION, AND UNDER NO CIRCUMSTANCES SHALL RIVER POOLS® BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, OR DAMAGES OTHER THAN THE REPAIR AND REPLACEMENT SET FORTH ABOVE. TO THE FULL EXTENT ALLOWED BY LAW, THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES, TERMS OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY AND NONINFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED OR LIMITED TO THE TERMS OF THE EXPRESS WARRANTY. RIVER POOLS® NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE OR USE OF ITS PRODUCTS.

DISCLAIMER OF WARRANTIES: EXCEPT AS SET FORTH ABOVE ALL WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS, IMPLIED AND STATUTORY, ARE HEREBY DISCLAIMED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

BUYER'S RESPONSIBILITY. It is the buyer's responsibility to use reasonable care in the use of this pool. Buyer should be familiar with all the safety precautions that are required in dealing with any pool. These include, but are not limited to chemical, mechanical, drowning and diving issues. If a claim is made requiring repair or replacement, Buyer is responsible for emptying and refilling of all water. Pool must be provided during normal working hours and be empty of water.

RIVER POOLS® RESPONSIBILITY. River Pools® is responsible to repair or replace the affected product within a reasonable amount of time. River Pools® has the option to decide what remedy may be performed. If River Pools® decides to replace a product and does not have the exact product available they must replace the product with something similar or larger at no additional cost to the Buyer. River Pools® will only be responsible to provide the replacement product. Any additional cost of removing, replacing or damage to landscape or decks is not the responsibility of River Pools®.

SPECIFIC LEGAL RIGHTS. This One-Time Transferable Limited Structural Warranty and 15-Year Surface Warranty Against Osmotic Blistering gives you specific legal rights, and you may also have rights which vary from state to state. Some states do not allow limitations on how long an implied warranty lasts, so the above warranty may not apply to you. Some states do not allow the exclusion of incidental or consequential damages, so the above limitation or exclusion may not apply to you. When the implied warranties are not allowed to be excluded in their entirety, they will be limited to the duration of this One-Time Transferable Limited Warranty.

GOVERNING LAW. This One-Time Transferable Limited Structural Warranty and 15-Year Surface Warranty Against Osmotic Blistering shall be governed exclusively by the internal laws of the State of Indiana.

DISPUTE RESOLUTION. Any controversy or claim arising out of or relating to this One-Time Transferable Limited Structural Warranty and 15-Year Surface Warranty Against Osmotic Blistering, or the breach thereof, shall be settled by binding arbitration before the AAA.

IN THE EVENT OF A STRUCTURAL OR FINISH FAILURE. River Pools®, at its sole discretion, will make the determination of the cause of an alleged structural issue. Such determination shall include who caused the structural issues be it River Pools® resulting from faulty workmanship or materials used in the manufacture of the pool shell, a Contractor, or from some other cause.

In the event that a leak occurs in the pool shell as a result of faulty workmanship or materials used in the

manufacture of the pool shell, River Pools® at its sole discretion shall make the determination as to repairing or replacing the pool and will not be liable or responsible for any loss or damage to property, including but not limited to any fencing, landscaping, patios, sidewalks, or any other improvements connected to, or not connected to the pool shell.

In the event that River Pools® determines a leak occurred in the pool shell as a result of faulty workmanship or materials used in the manufacture of the pool shell, it agrees to cover all reasonable cost to drain the pool and replace the water and initial dose of chemical treatment in the pool. If a replacement pool is needed, River Pools® will cover the cost of transporting the pool to the installation site but is not responsible for the cost of removal or replacement of pool or any other items.

It is the duty of the purchaser to provide access to the pool repair site during normal business hours.

Following repair or replacement, the pool shell will then be warrantied for the unexpired portion of the warranty. Under no conditions will River Pools® compensate the Purchaser for loss of time, or all of the purchase price of the pool shell for any reason. Warranty is limited to cost of repair and River Pools® shall have no other obligations.