

**ONE-TIME TRANSFERABLE LIMITED 35 YEAR STRUCTURAL WARRANTY  
AND LIMITED 15-YEAR SURFACE WARRANTY AGAINST OSMOTIC BLISTERING  
(COLLECTIVELY, THIS “LIMITED WARRANTY”)**

*Keep This Information for Your Records*

Thursday Pools, LLC (“Thursday Pools” or “Manufacturer”), located at 840 Commerce Parkway, Fortville, Indiana 46040, provides the above-titled warranty to the original purchaser of the pool or spa shell (or one-time “Authorized Transferee”, as defined below). This Limited Warranty only covers the pool shell and does not extend to products sold by Manufacturer as blemished or “as is” unless specifically stated otherwise by Manufacturer in writing, or to products not sold by Manufacturer. This Limited Warranty commences upon the later of the installation of the pool or spa shell, the original purchaser’s registration of this Limited Warranty with the Manufacturer, or installer is paid in full by the original purchaser for the pool or spa shell.

**LIMITED 35 YEAR STRUCTURAL WARRANTY.** Thursday Pools warrants to the original purchaser of the pool or spa shell (or one-time Authorized Transferee) for a period of thirty-five (35) years from installation that any pool or spa shell purchased from Thursday Pools will not leak water due to structural failures caused by defects in materials used in and workmanship during manufacturing.

**LIMITED 15-YEAR SURFACE WARRANTY.** Thursday Pools warrants to the original purchaser of the pool or spa shell (or one-time Authorized Transferee) for a period of fifteen (15) years from installation that the surface of any pool or spa shell purchased from Thursday Pools will be free of osmotic blistering caused by defects in materials used in and workmanship during manufacturing.

**WHAT IS NOT COVERED.** For purposes of illustration, but not limitation, the following are not defects in materials used in and workmanship during manufacturing and not covered by this Limited Warranty:

- Installation. Pools and spa shells are installed by independent dealers, and Manufacturer makes no representations, warranties, or guarantees with regard to the installation of any pool or spa shell.
- Normal wear and tear and/or required maintenance.
- Items not manufactured by Thursday Pools (e.g., pumps, hoses, piping, pool covers, heaters). Note, these items may be covered under third party warranties.
- The coping or top edge of the pool, which Thursday Pools recommends be covered by a suitable decking material appropriate for the applicable conditions.
- Color or texture variations (including those resulting from repairs made).

- Cosmetic blemishes, discoloration, fading, whitening, staining, yellowing, mineral deposits, calcium scale, color and hairline/surface cracks.
- Damage to the pool resulting from natural occurrences such as floods, ground shifting, landslides, tornadoes, and earthquakes.

**VOIDING THE LIMITED WARRANTY.** This Limited Warranty is null and void if:

- The product is used for anything other than residential use.
- Water chemistry is not properly maintained pursuant to the guidelines set forth in the Owner's Manual provided by Thursday Pools.
- The pool water is allowed to go below the skimmer, which can cause damage including, but not limited to, structural failure. For purposes of this Limited Warranty, allowing the water level to go below the skimmer will be considered "draining" the pool.
- The pool water is allowed to overflow or water drainage to run into the pool, or water is allowed to accumulate under or around the pool.
- The pool or spa shell is abused, misused or there is a lack of proper maintenance and care not conforming to the guidelines set forth in the Owner's Manual provided by Thursday Pools.
- The pool or spa shell is improperly installed, including:
  - Failure to comply with any applicable codes, laws, rules and regulations;
  - Failure to install concrete bond beam around the perimeter of the pool shell;
  - Failure to install drainpipes and well pits meeting the following requirements:
    - 8" minimum diameter piping. Perforations in lower walls of pipe.
    - Installed 12" below the bottom of the deep end of pool with at least 2" of gravel beneath.
    - Finish off the top of the pipe with skimmer lid and screws in place securely.
  - Failure to use backfill materials meeting the following requirements:
    - 3/8" to 1 1/2" washed chip stone; no sand or pea gravel.
    - Backfill to be placed (alternating) within 12" of water level in pool.
    - Proper compaction completed under all horizontal surfaces.

- There is damage to the pool or spa shell caused by actions of third parties.
- There is damage to the pool or spa shell caused by landscaping or drainage.
- There is damage caused during transport of the pool or spa shell.

#### **ADDITIONAL WARNINGS:**

- **DO NOT DRAIN THE POOL OR OTHERWISE ALLOW THE WATER LEVEL TO GO BELOW THE SKIMMER – IT WILL VOID THIS LIMITED WARRANTY.**
- **THE USE OF A SALT-WATER SYSTEM MAY GREATLY INCREASE THE RISK OF WHITENING OF THE POOL OR SPA SHELL IN THE EVENT THE WATER CHEMISTRY IS OUTSIDE THE GUIDELINES CONTAINED IN THE OWNER’S MANUAL – WHITENING IS NOT COVERED BY THIS LIMITED WARRANTY.**

**TRANSFERABILITY.** This Limited Warranty applies to the original purchaser of the Thursday Pools product. A one-time transfer is allowable from that original purchaser to the immediate subsequent residential owner (“Authorized Transferee”) by completing the following requirements within thirty (30) days of the transfer of ownership and confirmation by Thursday Pools that the pool has been properly maintained. To request a transfer, submit:

- A written request submitted to Thursday Pools, LLC at 840 Commerce Parkway, Fortville, Indiana 46040, identifying the proposed Authorized Transferee.
- Photographic proof of the product and alleged warrantable condition 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.

**OBTAINING WARRANTY SERVICE.** To obtain warranty service on your product, you should contact Thursday Pools in writing at 840 Commerce Parkway, Fortville, Indiana 46040 within thirty (30) days of identifying the claimed defect and within the applicable warranty period. You should also include dated proof of original purchase in addition to the regularly updated operation and service records for the pool. If you do not have the records and your pool is professionally serviced, you can likely request these records from the servicing party. If an inspection is requested, a photographic document must be provided to Thursday Pools in order to determine the best remedy for a solution.

Customer agrees to permit inspection of the product by an approved Thursday Pools’ inspector or representative of Thursday Pools. Customers must sign a waiver allowing access to the

Customer's premises before a representative of Thursday Pools can provide service on your property. Product must be paid in full, before any warranty work will begin.

**DISCLAIMER.** TO THE FULL EXTENT ALLOWED BY LAW, THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WRITTEN, ORAL OR IMPLIED, AND MAY NOT BE ALTERED IN ANY MANNER WITHOUT THE EXPRESS WRITTEN CONSENT OF THURSDAY POOLS, LLC. UNDER NO CIRCUMSTANCES SHALL THURSDAY POOLS, LLC BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR OTHER DAMAGES, LOSS OF USE, INCONVENIENCE, OR COSTS TO REFILL THE POOL OR SPA WITH WATER AND CHEMICALS. THURSDAY POOLS, LLC IS ONLY LIABLE FOR THE DIRECT COST OF POOL OR SPA SHELL REPAIR, REPLACEMENT, OR REFUND, AS DESCRIBED BELOW, AND PROVIDED THE TERMS OF THIS LIMITED WARRANTY ARE MET. THURSDAY POOLS, LLC NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE OR USE OF THURSDAY POOLS, LLC'S PRODUCTS.

**BUYER'S RESPONSIBILITY.** If a claim is made, access to the pool must be provided during normal working hours and pursuant to written instructions provided by Thursday Pools or its designated representative.

**THURSDAY POOLS, LLC RESPONSIBILITY.** If Thursday Pools determines a warrantable defect exists, Thursday Pools will either repair or replace the pool or refund of the purchase price of the pool or spa shell (exclusive of installation and other costs), in Thursday Pools' sole discretion. Thursday Pools has the sole discretion to decide what remedy may be performed. If Thursday Pools decides to replace a product and does not have the exact product available, it must replace the product with something similar or larger. Also, for replacement products, Thursday Pools will only be responsible to provide the replacement product. Any additional cost of removing, replacing or damage to landscape, fencing, patios, sidewalks, decks or any other improvements connected to, or not connected to, the pool shell is not the responsibility of Thursday Pools.

**SPECIFIC LEGAL RIGHTS.** This Limited Warranty 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 Limited Warranty.

**GOVERNING LAW.** This Limited Warranty shall be governed exclusively by the laws of the State of Indiana without giving effect to any conflict of laws principles that may provide the application of the laws of another jurisdiction.

**DISPUTE RESOLUTION.** Any controversy or claim arising out of or relating to this Limited Warranty shall be submitted to and resolved solely by binding arbitration in Hancock County, Indiana and governed by the Indiana Rules for Alternative Dispute Resolution. In the event any

court should determine the foregoing sentence to be invalid, then any controversy or claim shall be submitted solely to a federal or state court Marion County, Indiana.

**SERIAL NUMBER.** Use this space to record serial number, which can be obtained from installer, for Quick Reference when Notifying Thursday Pools of a warranty request.

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