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Roswell, GA 30076
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THE DESJOYAUX POOLS STRUCTURE LIMITED WARRANTY

DESJOYAUX POOLS warrants that its **Structural Panels will not split, break, rip, corrode, mildew, rust, or tear apart beyond use** for as long as they are owned by the original retail purchaser. The Desjoyaux Structural Panels have a 10-year warranty provided they have been installed according to the manufacturer's specifications. This warranty is subject to the following terms and conditions.

1 – This warranty extends to and is enforceable only by the original retail purchaser during the period such purchaser resides at and owns and occupies without interruption the real estate on which the equipment is installed.

This warranty shall be effective upon the conditions precedent that the original purchase price has been paid in full to the Authorized Dealer within fifteen (15) days of completion of installation.

2 – Important information on other items that may be included in your pool kit: The 10-year limited warranty covers only Structural Panels supplied by Desjoyaux Pools. All other accessories such as membrane, vinyl liner, coping, wall fittings, heaters, slides, ladders, and other standard fittings **are excluded by this warranty and are covered only by the warranty, if any, of the manufacturer of such accessory or any other separate warranty.** For more information, please refer to the manufacturer's literature.

3 – In the event of failure of Structural Panels supplied by Desjoyaux Pools, to conform to this warranty, Desjoyaux Pools will at its option, replace or repair after:

- a. Confirmation while the material while it is still installed through visual inspection by a Desjoyaux Authorized Dealer at the original installation location. Pictures or video are not sufficient evidence of failure.
- b. At Desjoyaux Pools option, confirmation of the defect by Desjoyaux Pools USA representative at the pool site.

Arrangement for repair or replacement will be made within thirty (30) business days after confirmation of the defect. The warranty only covers the material to replace the defective part. The labor to remove the defective part and install the new item is not covered.

4 – The warranty continues for as long as the Structural Panels are owned by the original retail purchaser provided the original purchaser is not in default of the terms of the pool purchase agreement.

5 – Desjoyaux 9' Roman Stair: the Desjoyaux stair has a 10-year limited warranty provided it has been installed according to the manufacturer's specifications. Visual blemishes, scratches, color fading, stains or any other cosmetic damage are not covered under warranty.

6 – Should the failure of an item provided by Desjoyaux Pools occur, contact the local Desjoyaux Dealer or contact Desjoyaux Pools USA by sending a letter to the Desjoyaux Pools USA Warranty Claims Department at the address shown below. **Please include your name, phone number, email address, a description of the item and the defect involved, the date of purchase, and the name and address of the dealer from whom you purchased the item.**

7 – Desjoyaux Pools neither assumes nor do we authorize any other persons to assume for us, any other liability in connection with the sale of items of Desjoyaux Pools. The warranty of Desjoyaux Pools shall not apply to any item that has been subject to accident, negligence, alteration, abuse, misuse, or improper installation or failure to keep the pool filled with water at all times. The remedy set forth in this warranty shall be the exclusive remedy available to a purchaser and Desjoyaux Pools shall not be liable for any incidental or consequential damages resulting from the use of the items covered by this warranty or caused by any defect, failure, or malfunction of the items, whether a claim is based upon warranty, contract negligence, or otherwise.

8 – This warranty is the only remedy available to the purchaser, but Desjoyaux Pools USA, at its sole discretion, may chose alternate remedies that put the pool back into full service.

9 – The warranty specifically excludes any and all implied warranties of merchantability and/or fitness for a particular purpose. There are no other warranties of any kind or nature which extend beyond the description on the face hereof.