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THE DESJOYAUX POOLS FILTRATION SYSTEM LIMITED WARRANTY

DESJOYAUX POOLS warrants that the Filtration System Structure will not fail for a period of ten (10) years from date of completion of the original installation, provided it has 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 within fifteen (15) days of completion of installation.

2 – Important information on other items that may be included in your pool kit: This warranty covers the Filtration System supplied by Desjoyaux Pools. All other accessories such as vinyl liners, membrane, 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 the Filtration System supplied by Desjoyaux Pools, to conform to this warranty, Desjoyaux Pools will at its option, replace or repair after:

- a. Receipt of the defective item at our factory for confirmation of defect or
- b. At our option, confirmation of the defect by our authorized representative at the pool site.

4 – The warranty for structural parts of the Filtration Systems continues for a period of 10 years from the date of completion of installation, provided the original purchaser is not in default of the terms of the retail pool agreement.

5 – "Non-structural" parts of the Filtration Panel: those parts supplied as an integral part of the filter system such as hydraulic parts, manifolds, air buttons, pipes, lids have a 2-year limited warranty.

6 – Pump: the pump installed during pool start-up has a 2-year limited warranty from the date of installation, if the system was installed according to the manufacturer's specifications. Desjoyaux Pools will not warranty pump components if the pump has been flooded due to bad drainage or acts of God. Drain lines must be kept open and be able to drain freely. This is a homeowner's responsibility and failure to maintain proper drainage resulting in flooding of the pool pump will not be covered under this warranty.

7 – Control Panel: the Desjoyaux Control Panel has a 2-year warranty from the date of installation provided it has been installed by a certified electrician according to the manufacturer's specifications.

8 – Accessories: Accessories such as skimmer and return face plates, baskets, rings, and filtering bags have a 1-year warranty from the date of installation, and only in the case of a normal use as defined in our owner's manual. Normal wear and tear of these items is not covered by our warranty.

9 – This warranty does not cover visual blemishes, scratches, stains or any other cosmetic damage to the Filtration Panel.

10 – Should the failure of the Filtration System provided by Desjoyaux Pools occur you may call or send a letter to our Customer Service Department at the address shown below. The information we need is your name, email address, phone number, a description of the item, including serial numbers, and the defect involved, the date of purchase and the name and address of the dealer from whom you purchased the item.

11 – 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 TIME 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 the warranty or caused by any defect, failure, or malfunction of the items, whether a claim is based upon warranty, contract negligence, or otherwise.

12 – 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.