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THE DESJOYAUX POOLS REINFORCED MEMBRANE LININGS LIMITED WARRANTY

DESJOYAUX POOLS warrants that the reinforce membrane linings 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 reinforced membrane lining supplied by Desjoyaux Pools. All other accessories such as vinyl liners, 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 reinforce membrane lining 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 Desjoyaux Pools USA 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 reinforced membrane linings (separate components from the structure) are covered by a 10-year pro-rata warranty for watertightness (declining at 10% per year). The value is based on the purchase price as it appears on the invoice or at current market prices if not specifically listed on the retail purchase contract. The warranty only covers the welding of the seams. Deterioration or fading of the color, stains of any kind, creases due to use or maintenance (water flowing under the lining, excess product, or water temperature too high), are not covered by the warranty. Water temperature continually exceeding 98°F and/or too high of concentrations of cleaning products or sanitizing chemicals invalidate the warranty. Furthermore, damages cause by automatic pool cleaners, animals, acts of God, or negligence or misuse will invalidate the warranty.

5 – This warranty does not cover visual blemishes, scratches, stains or any other cosmetic damage to the reinforce membrane lining.

6 – Should the failure of the reinforce membrane lining provided by Desjoyaux Pools occur you may call or send a letter to our Warranty Claims Service Department at the address shown below. The information we need is your name, email address, phone number, a description of the item, 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 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.

8 – 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.