



Carolina Sky Pools, LLC, 2681 Southway Drive Rock Hill, SC 29730 Lifetime Limited Warranty

1. This warranty shall be for the benefit of the original purchaser and one time transferable to a subsequent purchaser when:

(a) The original installation was done by a duly authorized dealer of Carolina Sky Pools LLC or a Carolina Sky Pools LLC approved licensed contractor if he complies with local building codes and installation procedures adopted and approved by Carolina Sky Pools LLC.

(b) Carolina Sky Pools LLC has received full payment for said pool.

(c) Purchaser has submitted to Carolina Sky Pools LLC the proper information (Purchaser name, address, and contact information) to Carolina Sky Pools LLC in writing using the Carolina Sky Pools LLC Official Record Entry.

(d) Purchaser notifies Carolina Sky Pools LLC within 10 days of inception of the warranty issue, said notification shall specify the exact nature of the alleged warranty issue.

(e) The Purchaser agrees to cooperate with Carolina Sky Pools LLC and to grant access to the pool area during normal business hours to repair the pool.

2. Carolina Sky Pools LLC warrants its fiberglass pool shell to be structurally sound for the life of the pool. The term "structurally sound" shall mean that the pool is capable of containing water. In the event of the failure of the pool to contain water, Carolina Sky Pools LLC will repair the pool so that it does contain and hold water. Repairs may require modification of the pool. Carolina Sky Pools LLC will not compensate the Purchaser for loss of time or use of the pool, inconvenience, or the cost to refill the pool with water.

3. All surface repairs shall be performed by Carolina Sky Pools LLC or personnel authorized by Carolina Sky Pools LLC to make such repairs, using the same color materials as used on the original pool shell. Carolina Sky Pools LLC does not warrant that the color will match exactly, there may be a slight shade or color variance observable. The coping is not considered as being part of the pool for warranty purposes. Carolina Sky Pools LLC assumes the Independent Contractor will cover the pool coping with a suitable decking material and therefore does not include the pool coping as being covered under the terms of this warranty.

4. Carolina Sky Pools LLC finish coat or gelcoat is warranted against blistering for a total of 15 years. This Warranty excludes discoloration, staining, fading, hairline cracks, surface yellowing or roughness after manufacture, where the cause is algae infestation, calcium scale or other mineral or vegetation deposits or faults arising from misuse or abuse of the surface or the maintenance of incorrect water balances.

5. This limited warranty does not include pipe fittings, skimmer, inlet fittings, light niche or any other equipment or materials connected to the pool. Any other equipment such as filtration, pumps, motors, etc. Included in the installation of your swimming pool are covered by their individual manufacturer's warranties and not by Carolina Sky Pools LLC

6. Carolina Sky Pools LLC in its sole discretion, will make the determination as to the cause of the alleged structural fault. Such determination shall include who caused the structural fault, be it Carolina Sky Pools LLC a Contractor, or from some other cause. Personal and Confidential Property of Carolina Sky Pools LLC

7. Carolina Sky Pools LLC makes NO WARRANTY on any concrete used in connection with the installation of the pool. All concrete work done in conjunction with the pool installation shall be at the Owners sole cost and expense; and not at the expense of Carolina Sky Pools LLC

8. Carolina Sky Pools LLC at its sole discretion, shall make the determination as to repairing or replacing the pool in the event of a major structural fault. Carolina Sky Pools LLC will NOT be liable or responsible for any loss or damage to property, including but not limited, to any fencing, shrubbery, walks, trees, patios, water or other improvements except for any gross negligence on the behalf of Carolina Sky Pools LLC

9. THIS 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 AND WRITTEN CONSENT CAROLINA SKY POOLS LLC. CAROLINA SKY POOLS LLC WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES WHATSOEVER CAUSED BY THE BREACH OF THIS WARRANTY, INCLUDING BUT NOT LIMITED TO, LOSS OF THE USE OF THE POOL, LOSS OF TIME, INCONVENIENCE OR LOSSES REFERRED TO IN THIS WARRANTY.

10. THIS LIMITED WARRANTY WILL BE VOIDED IF ANY OF THE FOLLOWING ARE ALLOWED TO OCCUR:

(a) The pool is designed to remain full of water at all times. Do not allow water to drop below the skimmer outlet. The pool shell may be damaged if the water level is allowed to drop below the skimmer outlet.

(b) The pool shell may be damaged and separation from the concrete decking may occur if the pool is allowed to overflow or heavy water drainage is allowed to overrun the decking into the pool shell. Do not allow the pool to overflow. Keep the water level in the middle of the skimmer at all times.

(c) Keep runoff water away from the pool areas and ground water (hydrostatic) pressure down or bulging may occur.