Latham Fiberglass Pools

Limited Lifetime Warranty

latham
The Pool Company™

Latham Pool Products, Inc. (the "Manufacturer") does hereby warrant its fiberglass pools (the "Pool") as follows:

1. This Limited Lifetime Warranty (the "Warranty") covers the Pool, as more particularly set forth in Sections 2 and 3 below, subject to the requirements and exclusions detailed herein. The Warranty extends only to the original purchaser of the Pool ("you" or "Buyer") at retail and only to residential applications. This Warranty does not extend to or apply to non-residential applications, including commercial applications. This Warranty does not extend to or apply to pools sold by the Manufacturer as "blemished" or pools sold "as is," as designated on the original invoice issued by the Manufacturer. This Warranty gives you specific legal rights, and you may also have other rights which vary from State to State.

2. **COVERAGE OF THE STRUCTURE:** Manufacturer warrants the Pool against leaking due to structural failure, as defined below, caused by faulty workmanship or materials used in the manufacturing of the Pool shell for as long as the original Buyer at retail owns the Pool. For purposes of this Warranty, "structural failure" is defined as water loss due to fracture, void, crack, or other similar separation of the Pool which arose from a defect in the Manufacturer's workmanship or materials, and which did not result from and/or arise due to the excluded occurrences, circumstances, situations, causes and/or contributing factors identified in the "LIMITATIONS AND EXCLUSIONS" section below. Manufacturer only warrants the Pool to hold water.

3. **COVERAGE OF THE SURFACE:** The surface finish of the Pool (the cosmetic gelcoat finish, referred to the as the "Surface Finish") is warranted against osmotic blistering due to defects in materials or workmanship for as long as the original Buyer at retails owns the Pool.

4. **COVERAGE OF THE TILE:** Notwithstanding anything contained herein, this Warranty shall apply to tile affixed by Latham to the Pool for three (3) years from the date Latham ships the Pool. With regard to tile, Latham shall warrant against damage to tile line resulting from the original transportation of the unit, as well as its workmanship in the application of the tile.

5. This Warranty shall be to the benefit of the Buyer when, and only when all the following are satisfied:

   a) The original installation was done by either:

      I. Manufacturer, or a duly authorized dealer of Manufacturer, or

      II. A licensed contractor, or Buyer, provided contractor or Buyer, has fully complied with all applicable state and local building codes, the ANSI/APSP-5 Standard for Residential Inground Swimming Pools, 2011 published by the Association of Pool and Spa Professionals (APSP), the Manufacturer's Use & Care Manual for Fiberglass Swimming Pools ("Owner's Manual"),[1] and installation procedures adopted and approved by Manufacturer. Such compliance shall be solely and exclusively determined by the Manufacturer.

   b) Manufacturer has received payment in full for said Pool.

   c) Buyer cooperates with Manufacturer and provides access to the Pool during normal business hours.

   d) The Pool remains full of water at all times. **THE POOL IS DESIGNED TO REMAIN FULL OF WATER AT ALL TIMES.**

   e) The Pool is used and maintained in accordance with the Owner's Manual.

   f) Proper water chemistry/water balance is maintained consistent with the guidelines referenced in Owner's Manual. Improper water chemistry/corrosive water can cause damage to pool surfaces, pool equipment, pool decks, and bathers. Pool water must be tested weekly by your pool professional, and adjustments should be made per Latham's guidance as outlined in the Use and Care Guide.

      Retain the printouts of the water test results and recommended adjustments in the event of a warranty claim. Such records of water test results and recommended adjustments shall be produced at Manufacturer's request.

[1] Please also refer to the Owner's Manual for the definitions of any terms which are not contained in this Warranty.

For pools equipped with a salt chlorine generator ("SCG"), please read carefully, and follow the guidelines set forth by the manufacturer of your SCG.

General parameters: Chlorine: 1-3ppm pH: 7.2-7.6 TA: 80-120 Calcium Hardness: 250-350 CYA: 40-60 LSI: -0.3 - +0.3

Failure to maintain proper water chemistry may lead to algae growth, which may or may not be visible by the naked eye. Latham shall not be responsible for damage and/or injury caused by the failure to maintain proper water chemistry.

6. **INSTRUCTIONS FOR MAKING A WARRANTY CLAIM:** If you experience an issue with your Pool, and the issue is covered by this Warranty, as set forth in Sections 2 and 3 above, subject to the requirements and exclusions detailed throughout this Warranty, you provide written notice to the Manufacturer within ten (10) days of discovery of the condition potentially covered by the Warranty. However, in the event of damage occurring in transportation of the Pool, you must notify us within five (5) days. To do so, send an email to FGPwarranty@lathampool.com, which must contain the following information:

   a) Your name, address, phone number, and email address;

   b) The serial number of the Pool, which can be located on the second step of the Pool;

   c) The date of installation of the Pool, and the name of the dealer who installed the Pool; and

   d) A detailed description and pictures of the issue or condition you believe is covered by the Warranty.

Failure to provide written notice containing the foregoing information shall constitute a waiver of any obligation of Manufacturer to perform under this Warranty.

7. **INSTALLATION:** Latham pools are sold and installed by independent dealers. As such, Latham does not warrant, and makes no representations with regard to, the installation of the Pools. Latham Pool Products disclaims any legal and equitable responsibility for any act or omission by any dealer. This disclaimer includes, but is not limited to, any damage to the Pool caused by improper storage, loading, transportation, installation, and any other act or omission of any such dealer. In the event you submit a claim which the Manufacturer, in its sole discretion, determines to be caused by the improper installation or maintenance of the Pool, we reserve the right to reject that claim in full on notice to you.

8. **LIMITATIONS AND EXCLUSIONS:** Manufacturer does not warrant against and this Warranty does not cover:

   a) Failure resulting from improper installation, which is defined as a failure to comply with any of the following:

      I. Applicable state and local building codes;

      II. Standards published by the Association of Pool and Spa Professionals (APSP);

      III. The Owner's Manual; and

      IV. Installation procedures adopted and approved by Manufacturer.

   b) Damage to tile resulting from installation of the Pool, decking, or other attendant structure(s).

   c) Damage to or failure resulting from the installation of any additional equipment or attachments to the Pool such as fittings, skimmers, piping, lighting fixtures, wiring, rails, ladders, slides, or any other accessories.

   d) Damage to or failure resulting from the installation or use of any attendant structures to the Pool such as decks, concrete, waterfalls, fountains, or spas.

   e) Damage to fencing, grass, shrubbery, driveways, walks, trees, patios, water, or other improvements occasioned in the course of making any repairs or replacements made pursuant to this Warranty.

   f) Damage or failure resulting from improper or unauthorized draining of the Pool or the rising of the ground water table above the Pool water level.

g) Loss or cost of replacement of water or chemicals, or other similar losses, which may arise due to the structural failure.

h) Repairs made by any other party other than an authorized representative of the Manufacturer, or a contractor approved by Manufacturer.

i) Costs associated with removal of Pool and/or installation of a replacement Pool.

j) Fading, staining, discoloration, cracking (including hairline cracks), or in any manner changing appearance or texture of the Surface Finish other than osmotic blisters (See 4f above).

k) Discoloration or deterioration caused by abnormal use of the Pool, failure to maintain proper water chemistry, failure to follow the instructions in the Owner's Manual, or other negligence.

l) Fading, staining, and/or discoloration of the tile and the grout.

m) Any damage caused or contributed to by accident, negligence, abuse, misuse, act of God, or act of nature (including, but not limited to, flooding, fire, settling of soil, or shifting of earth).

n) Any damage caused by Buyer's failure to provide reasonable or necessary maintenance to the Pool.

o) Any damage due to runoff water or from the failure to drain rainwater away from the pool and deck area.

p) The horizontal beam[2] of the Pool ("Beam") is not considered part of the Pool Surface Finish for warranty purposes. The Manufacturer recommends and assumes that all aspects of the Pool's Beam(s) will be covered by cantilever deck, stone, brick pavers, or other suitable coping material. Color variances, crazing, mold marks, spider cracks, chips or other inherent blemishes in the Beam are not cause for Warranty claim.

q) When a cosmetic or surface repair is performed by Manufacturer, potential; shade and/or color variance may be observable and will be deemed acceptable in satisfaction of this Warranty.

r) In the event of a claim under this Warranty, Buyer agrees that time is not of essence. Manufacturer will not compensate for loss of use, inconvenience, or replacement cost to refill Pool or chemically condition Pool water resulting from any Warranty repair.

9. **RECEIPT OF LITERATURE:** Buyer warrants and represents that he/she has read and understood all of the literature published and/or distributed by Manufacturer with regard to the subject Pool, including but not limited to the Owner's Manual, and agrees to adhere to the recommendations and requirements included in such literature.

10. **PERFORMANCE:** In the event of a covered structural failure, as defined above, Manufacturer (or its authorized representative) shall refund the purchase price of the Pool shell received by Manufacturer, repair, or replace the Pool shell to restore its structural integrity, defined as the Pool's ability to hold water. The choice of refunding the purchase price, repairing, or replacing the Pool shall be at the discretion of the Manufacturer. In the event of osmotic blistering of the surface finish, as defined above, Manufacturer or its authorized agent shall have the option at its sole discretion of refunding the purchase price paid to Manufacturer, repairing the affected area of the Pool, or providing a replacement Pool. In the event of Pool replacement due to structural failure or osmotic blistering, Manufacturer shall not be liable for any costs associated with removal/disposal of the original Pool or installation of the replacement Pool, including, but not limited to transportation and lodging costs associated with delivery of the replacement Pool. Repairs may require modification in length, width, depth, color, or texture of the Pool. In the event of repair, Buyer is responsible for draining and bracing the Pool, and removing all hydrostatic (ground) water from around Pool.

11. **VOIDING OF THIS WARRANTY:** This Warranty shall be voided in its entirety by the following:

a) **Failure to maintain the water level above the skimmer outlet of the Pool. THE POOL IS DESIGNED TO REMAIN FULL OF WATER AT ALL TIMES;**

b) **Allowing the water level within the pool to overflow or water drainage to overrun deck into the pool; and**

[2] The Beam includes the coping surrounding the pool shell, spillways on spas and tan ledges, and the top of any wall separating a pool from a built-in spa or tan ledge.

c) **Allowing ground water to accumulate under and/or around the pool.** To avoid the building of hydrostatic pressure under and around the pool shell caused by ground water, it is essential that you keep run off water away from pool areas. Manufacturer will not be held responsible for any damage, problems, or circumstances that arise from inadequate drainage and/or hydrostatic pressure.

12. **LIMITATIONS ON DAMAGES:** MANUFACTURER WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO LOSS OF USE OF THE POOL. Some states do not allow the exclusion or limitation of incidental or consequential damages and the above limitations or exclusions may not apply to you.

13. **EXCLUDED WARRANTIES:** 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 WRITTEN CONSENT OF MANUFACTURER. IN EXCHANGE FOR THE THIS LIMITED WARRANTY ISSUED TO BUYER, BUYER ACKNOWLEDGES MANUFACTURER DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY EXPRESS AND/OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES PERTAINING IN ANY WAY TO ANY WORK, LABOR, OR MATERIALS PROVIDED UNDER THIS AGREEMENT. BY SIGNING THIS AGREEMENT, BUYER ACKNOWLEDGES THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. SHOULD MANUFACTURER BE FOUND TO MAKE ANY WARRANTY BY OPERATION OF LAW OR OTHER- WISE OTHER THAN IS STATED HEREIN, THE DURATION THEREOF IS LIMITED TO ONE YEAR FROM THE DATE OF THE ORIGINAL SALE AND REMEDIES THERE UNDER ARE LIMITED TO REFUND OF THE PURCHASE PRICE PAID TO MANUFACTURER, REPAIR, OR REPLACEMENT AT THE OPTION OF MANUFACTURER. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

14. **DISPUTE RESOLUTION AND ARBITRATION:** ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE) BETWEEN BUYER AND MANUFACTURER (including Manufacturer's affiliates, employees, and agents) arising from or relating in any way to this Warranty shall be submitted to arbitration for resolution. The arbitration shall be administered by the American Arbitration Association (AAA) and arbitration proceedings shall be governed by the commercial arbitration rules of the AAA in effect at the time the claim is filed. The arbitration proceeding will be limited solely to the Buyer's individual dispute or controversy and Buyer agrees to an arbitration on an individual basis. All arbitration proceedings shall be held in Albany, New York.

    Neither Buyer nor manufacturer will have the right to have a jury trial on any claim that is resolved in arbitration. Rights of appeal are generally more limited in arbitration than in a lawsuit and other rights applicable in court may not be available in arbitration. In any dispute, NEITHER BUYER NOR MANUFACTURER SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS OR ARBITRATE OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced (but in no case shall there be a class arbitration).

    The arbitrator shall be empowered to grant whatever relief would be available in court under law or in equity. This transaction shall be governed by the Federal Arbitration Act 9 U.S.C. sec. 1-16 (FAA).

    Information on AAA and its applicable rules are available at the following phone number and URL: American Arbitration Association, (800) 778-7879, www.aaa.adr.org.

Use the space below to keep track of your pool's serial number. In the event of a claim, you will need to have it handy.

OWNER NAME(S): _____ INSTALLATION DATE: _____

ADDRESS: _____

POOL SERIAL NUMBER: _____

787 Watervliet Shaker Road
Latham, NY 12110
800-833-3800

lathampool.com

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