



Imperial
POOLS INC.
REDEFINING ONE SOURCE

Limited Lifetime Polymer Pool Warranty

This warranty applies only to pools purchased for private residential use.

Imperial Pools, Inc. warrants the Structural Polymer Panels for the Lifetime of the original retail purchaser. We agree to replace or repair, without charge to you, at our factory, any panel which breaks, splits or tears apart beyond use during this period. This warranty is subject to the following terms and conditions:

- a. If the Imperial Pools panel should break, split or tear apart beyond use during this period, you should send a letter to our factory identifying the panel. We will repair or replace the defective panel or panels after either (1) receipt of the defective panel or panels at our factory for confirmation of the defect or (2) at our option, confirmation of the defect by an authorized representative at the pool site. Repair or replacement will be completed within 10 business days.
- b. Warranty is enforceable only by the original retail purchaser. Upon any subsequent sale of the real property where the Imperial Pool was originally installed, this warranty shall terminate immediately.
- c. Units or assemblies such as filters, pumps, motors, skimmers, heaters or accessories purchased for use in the pool are subject to and carry the manufacturer's warranty only.
- d. Our factory is located at Imperial Pools, Inc., 33 Wade Road, Latham, New York, 12110, (518) 786-1200 and is open for business Monday through Friday, 8:00 a.m. to 5:00 p.m.
- e. Freight charges for any panels returned to us for replacement or repair must be prepaid by you. Freight charges for the return of panels repaired or replaced must also be paid by you.
- f. Any panel replaced or repaired by us and returned to you shall be installed or reinstalled by you at your cost.
- g. In order to obtain maximum use and enjoyment from your Imperial Pool, you should keep your pool full of water at all times. We are not responsible for any irregularities or imperfections, which may result from the removal of water from your Imperial Pools vinyl liner pool.
- h. Our total liability to you under this warranty is limited to carrying out the terms of our warranty.
- i. Unless the manufacturer installs your Imperial Pool, we have no liability to you for faulty installation of your pool or for damage to panels which may result from faulty installation.
- j. We shall not be responsible for any damage or defect to panels which result from your acts, or the acts of others, and we shall have no liability to replace or repair any panels so damaged.
- k. This warranty shall be unenforceable so long as the purchaser is in default under the terms of any agreement executed in connection with the purchase or installation of the Imperial Pool.
- l. Under no circumstances will Imperial Pools, Inc. become liable for Special, Incidental or Consequential Damages. This includes but is not limited to Any Damages for Loss of Use Of Pool, Injury To, Or Death Of, Any Person/Persons, Or Damage to Property. Any Claims Therefore are Hereby Specifically Disclaimed and Excluded. Some states do not allow the exclusion of special, incidental or consequential damages, so this above limitation may not apply to you.
- m. This warranty gives you specific legal rights. You also have implied warranty rights. In the event of a problem with warranty service or performance, you may be able to go to a small claims court, a state court, or a federal court. This warranty is in compliance with the Consumer Products and Federal Trade Commission Improvement Act.