

Hydrosphere Series Steel Construction Components

LIFETIME LIMITED WARRANTY

One-Time Transferable Warranty

Hydrosphere Series and its original equipment manufacturer warrants that its steel construction components will be free from defects in workmanship for as long as they are owned by the original retail purchaser, or a registered future owner. This means that if you should sell your home, you can transfer your pool wall warranty to the buyer. A qualified future owner may transfer this limited warranty via the warranty registration procedure described below. This also includes our Red Rust five-year warranty that prevents red rust that can cause structural failure beyond repair.

Exclusions

This limited warranty is enforceable only by the original retail purchaser and properly qualified second owner. This warranty covers Hydrosphere Series Steel construction components manufactured by its original equipment manufacturer. All accessories, including but not limited to, vinyl liners, pumps, filters, motors, coping, skimmers, wall fittings, heaters, ladders or other standard fittings are specifically excluded from this warranty.

The original equipment manufacturer purchases only premium quality steel, however, because the steel is not manufactured or produced by the original equipment manufacturer, any failure due to material defects including, but not limited to, rust, corrosion, discoloration, staining, or other changes in physical characteristics of the steel are excluded under this limited warranty.

Limitations

This limited warranty does not apply to construction components that have been subject to misuse, abuse, repairs or attempted repairs by a non authorized employee of Hydrosphere Series or representative of original equipment manufacturer; or a failure due to improper installation, an act of God, weather conditions or other damage from causes beyond the control of Hydrosphere Series.

Warranty Registration

The original retail purchaser must send in a completed warranty registration card to Hydrosphere Series within ten (10) days from the date of the original retail purchase. In the event of a warranty claim of a defect covered under the provisions of this limited warranty, the original retail purchaser or qualified subsequent owner must notify Hydrosphere Series in writing within ten (10) days of the initial discovery of defect. Upon notice of warranty claim, Hydrosphere Series or an authorized representative of Hydrosphere Series will inspect the construction component at a reasonable time after the initial notification to determine if the failure is a covered defect under this limited warranty. If it is determined that the defect is covered under this limited warranty, Hydrosphere Series will repair or replace the defective construction component. The cost of the removal of a defective construction component and the installation of a replacement construction component shall be the sole responsibility of the purchaser (or qualified future owner).

Disclaimers

Hydrosphere Series neither assumes nor do we authorize any other person to assume for us, any other liability in connection with the sale of panels manufactured by the original equipment manufacturer. THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO A PURCHASER AND THE FUNTASTIC POOL, NOR ORIGINAL EQUIPMENT MANUFACTURER, SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR CAUSED BY ANY DEFECT, WHETHER A CLAIM IS BASED UPON WARRANTY, CONTRACT, NEGLIGENCE OR OTHERWISE. Some jurisdictions do not allow the exclusion of incidental or consequential damages, so this limitation may not apply to you. To the extent permitted by applicable law, THIS LIMITED WARRANTY SPECIFICALLY EXCLUDES ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, OTHERWISE all implied warranties are limited in duration to two (2) years from the original date of retail purchase. THERE ARE NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, OF ANY KIND OR NATURE WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

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