

Johnny Weissmuller

Safari Pool Lifetime Limited Warranty

THIS PACKAGE CONTAINS YOUR WARRANTY, CARE AND MAINTENANCE MANUAL AND A POOL SAFETY BOOKLET. THIS INFORMATION SHOULD BE CAREFULLY READ AND KEPT WITH THE POOL INSTALLATION MANUAL IN A SAFE PLACE FOR FURTHER REFERENCE.

Your swimming pool has been designed and manufactured under strict quality control procedures to insure your full enjoyment and continuing satisfaction. This warranty entitles the original purchaser to the following protection:

Johnny Weissmuller structural components are warranted to be free of defects in workmanship from the date of purchase, subject however, to the limitations and restrictions hereinafter set forth:

- a. Pool equipment and accessories including but not limited to filters, ladders, skimmers, vacuum kits, carpet, painted surfaces shall carry the warranty issued and provided by the manufacturer of the item, if any.
- b. The pool liner is covered by a separate warranty packed with the liner and is not governed by this pool warranty.
- c. This limited warranty covers only defects in workmanship of specified components. It does not cover; fading, discoloration, peeling, corrosion, embrittlement, or other problems that may result from ordinary use or misuse, failure to properly winterize, improper installation, vandalism, or commercial use.

In the event there is a workmanship defect in the structural components, the manufacturer will replace or repair, at its option, any such defective components in accordance with the following schedule and procedure:

Safari Pool		Percentage of Retail Price to be Paid by Purchaser	
Up to 2 Years	0%	7 to 10 Years	55%
2 to 3 Years	35%	10 to 15 Years	60%
3 to 4 Years	40%	15 to 20 Years	70%
4 to 5 Years	45%	20 to 30 Years	80%
5 to 7 Years	50%	Over 30 Years	90%

The structural components consist of those members that are load bearing.

To validate this warranty, the purchaser must complete and return this warranty registration within 15 days of installation or 90 days of purchase. All subsequent claims must be made in writing. No agent, dealer, or other individual is authorized to change or modify this warranty, and such changes will not be recognized by the manufacturer.

To submit a claim, purchaser shall submit a copy of the original sales contract, which shows model and size, and five pictures of the affected pool component. You may submit an email to info@delairgroup.com (pictures must be in JPEG format.)

All claims under this warranty must be directed to the Customer Service Department at the company's address. If a determination cannot be made from photos, a "Return Authorization" will be issued within 20 days of receipt of photos. A component assumed to be defective must be returned to the factory with the defect clearly marked. The component must be clean and dry, packaged so as not to permit damage in transit, freight prepaid, and if found to be defective by the factory, will be replaced or repaired in accordance with the above schedule. The company will notify the purchaser of its determination regarding all claims presented under this warranty within 40 days of receipt of the component, assumed to be defective by the purchaser.

The retail price shall be the manufacturer's suggested retail price effective at the time of replacement. Should a component be found defective within the first year, the factory will return the replacement component to the purchaser, freight prepaid. The warranty does not provide for refunds, or credits for components obtained elsewhere.

The manufacturer will endeavor in good faith to maintain a supply of replacement parts for your pool. The manufacturer reserves the right to make substitutions. The manufacturer shall not be liable to supply parts that are out of production or unavailable.

The manufacturer shall not be responsible for any labor required to remove or replace any component, nor shall the manufacturer be responsible for any incidental or consequential costs or damages.

Failure of the purchaser to comply with the written instructions or with the care and maintenance requirements outlined in the manuals packaged with the pool or failure of the purchaser to allow the manufacturer's representative or dealer to inspect components claimed defective, shall render the warranty made hereunder null and void and all owner's warranty rights shall terminate. This warranty is null and void if alteration is made in the design or unauthorized components are used with the pool.

The manufacturer does not employ pool installers, and it is therefore the purchaser's responsibility to have the pool installed in accordance with the factory instruction manual.

This warranty gives you specific legal rights. You also have an implied warranty right. 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 Federal District Court.

This limited warranty does not cover damage caused by misuse, negligence, act of God, failure to properly winterize, improper installation, vandalism, or commercial use.

This warranty herein sets forth the entire liability of and the exclusive remedy against the manufacturer, and it shall not be liable for any other charges or incidental or consequential costs or damages incurred by the purchaser by reason of the occurrence of defects against which this warranty is made. This warranty hereby made is intended to be in lieu of any and all warranties expressed or implied, or merchantability of otherwise and no other warranties are made or may be implied.

SAFETY PRECAUTIONS

For your own personal safety, do not dive or jump into or off the pool. Proper warning signs are provided with your pool and must be displayed prominently. Read and communicate with family and guests the information provided in the "Sensible Way to Enjoy Your Pool" booklet and the "Care and Maintenance" brochure.

It is your responsibility to supervise bathers using the pool, and the manufacturer cannot be held responsible for accidents that occur on or about your pool.

If a filter, light, or any electrical device is added to your pool, it is the responsibility of the purchaser to take all necessary precautions as set forth in the National Underwriters Electrical Code. Failure to comply with this requirement may result in a dangerous or hazardous condition and will void this warranty.

**CUSTOMER SERVICE DEPARTMENT
8600 RIVER ROAD
DELAIR, NEW JERSEY 08110-3398**