



### Lifetime Limited Warranty

Rainforest Pools N Composites (RPNC) (the "Manufacturer") does hereby warrant its pools and spas as follows:

1. The warranty expressed herein runs only for the benefit of the original purchasers at retail (or one-time "Authorized Transferee" as defined below.
2. This warranty shall only be for the benefit of the original purchaser hereof when and only when:
  - a. The original installation was done by an authorized RPNC dealer or licensed contractor or original buyer if it complies with local building codes and installation procedures adopted and approved by RPNC.
  - b. RPNC has received payment in full.
  - c. RPNC is notified in writing within 7 days of the inception of breach of the warranty as forth herein with said writing specifying the exact nature of said breach.
  - d. The owner cooperates with RPNC and gives them proper access to the said pool during normal business hours.
3. RPNC warrants its fiberglass pool shall be structurally sound for 35 years. The term "structurally sound" is defined as pool can hold water. RPNC warrants its pools will not leak due to structural failures caused by defects in materials used in and workmanship during manufacturing. For purposes of this warranty, "structural failure" shall be 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, caused and/or contributing factors identified in the Exclusions below.
4. RPNC's finish coat or gelcoat is warranted against osmotic blistering for a period of 10 years. This warranty excludes discolorations, staining, fading, hairline cracks, blistering, surface yellowing, cobalting and roughness due to water chemistry or material characteristics of the gel coat finish. RPNC warrants pool finish will be free of defects in materials used in and workmanship during manufacturing.
5. Exclusions: The limited warranty does not include any white goods attached to the pool including fittings, skimmer or main drains. Installation: Pools and spa shells are installed by independent dealers and Manufacturer makes no representations, warranties, or guarantees regarding installation of any pool or spa shell. The coping or top edge of the pool should be covered by suitable decking material. Color or texture variations (including those resulting from repairs made). Damage due to natural occurrences such as floods, earthquakes, landslides, tornadoes, or ground movement shall be excluded from this warranty. Damage resulting from the installation of accessories such as ladders, slides, spas, water features. Cosmetic blemishes, discoloration, fading, whitening, staining, yellowing, mineral deposits, calcium scale, color and hairline/surface cracks.
6. RPNC in their sole discretion will determine if the alleged breach of warranty is due to or from a defect in the structure of said pool, the installation of the pool by the owner, RPNC, a contractor or from some other cause.
7. Pool is used and maintained in accordance with RPNC Owner's Manual for residential homeowners.
8. Water must be tested weekly and records/logs maintained. Recommended levels: Chlorine 1-3ppm; pH 7.2-7.4; TA: 80-120; Calcium Hardness: Less than 120; CYA: 30-50 ppm
9. Except as expressly warranted herein, RPNC makes no warranty, expressed, implied or otherwise concerning its fiberglass pool. RPNC makes no warranty as to the merchantability of the pool nor as to its fitness for any particular purpose buyer may have for the pool.
10. Except as provided herein, the pool shell is sold "AS IS" with all risk of quality and performance of the pool shell on the buyer. Should the pool prove defective following its purchase for reasons other than "structural soundness" as defined herein, the buyer and not the manufacturer, distributor or retailer assumes the entire cost of all necessary servicing or repair.
11. RPNC makes no warranty on any concrete used in connection with said pool. All concrete work in connection herewith shall be at the owner's sole cost and expense.
12. In repairing said pool, RPNC reserves the right to repair or replace the pool. In the event RPNC chooses to replace the pool, this limited warranty does not include removal of or installation of a replacement pool. Transportation and lodging costs are not



included. RPNC will not be responsible for any loss or damage to property including but not limited to fencing, grass, shrubbery, driveways, walkways, trees, patio or other improvements occasioned by RPNC's honoring this warranty, except for any gross negligence. Buyer is responsible for draining and bracing the pool and removing all ground water from around the pool.

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 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 work, labor or materials provided under this agreement. By signing this document, 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 of otherwise stated herein, the duration thereof is limited to one year from the date of original sale and remedies there under are limited to refund, repair or replacement at the option of the manufacturer. *Some states do not allow limitations on how long an implied warranty lasts, so this may not apply to you.*
14. This warranty will be voided if any of the following are allowed to occur:
  - a. The pool must always remain full of water. Damage may occur if the water level drops below the skimmer. For purposes of this warranty, allowing the water level to drop below the skimmer will be considered draining the pool.
  - b. Water chemistry is not maintained as set forth in the Use and Care Manual.
  - c. Pool shell may be damaged if pool is allowed to overflow. Keep water in the middle of skimmer
  - d. Keep run-off water away from pool, always pitch deck away from pool.
  - e. Allowing ground water to accumulate under and/or around the pool. To avoid the building of hydrostatic pressure under and around the pool 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.
  - f. The Pool or spa shell is improperly installed including:
    - If pool is installed not in accordance with RPNC installation specifications.
    - Failure to comply with any applicable codes, laws, rules and regulations.
    - Failure to install concrete bond beam around perimeter of pool shell.
    - Failure to install drainpipes/drain to daylight.
    - Failure to install pool within 1" of level.
15. Additional Warning: The use of a saltwater system may greatly increase the risk of whitening of the pool or spa shell. Improperly maintain water chemistry is not covered by the Limited Warranty.
16. Buyers warrants and represents that he has read and understood all the literature published and/or distributed by Manufacturer with regards to the subject pool, including but not limited to Owner's Manual and agree to adhere to the recommendations and requirements included in such literature.
17. Transferability: To transfer this warranty, one-time, complete the following requirements within 30 days of the Transfer of Ownership:
  - a. A written request to: Rainforest Pools N Composites, 263 Hunt Park Cove, Longwood, FL 32750 identifying the Authorized Transferee.
  - b. Photographs of the pool the day requesting transfer
  - c. Copy of water management logs
  - d. A fee of \$150 must be included with the documentation.
18. 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 or resolution. The arbitration shall be administered by the American Arbitration Association (AAA) and arbitration proceedings shall be governed by the commercial rules of AAA in effect at the time the claim is filed. The



263 Hunt Park Cove, Longwood, FL 32750  
386-277-2202

arbitration proceedings 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 Longwood, FL

Dealer:	Owner:
Serial Number:	Address:
	City/State/Zip:
	Phone
Delivery Date:	Dealer Signature: