

# MAR-VIN ENTERPRISES, INC.



## LIMITED WARRANTY

### SELLER'S LIMITED WARRANTY; DISCLAIMER

- 10.01 Seller provides Customer with a 365-day (one year) warranty on all workmanship and materials supplied by Seller. The effective date of this warranty begins when the pool is filled with water to the proper height as determined by Seller. This warranty includes plumbing, pipe, fittings, and electrical work. Equipment components including but not limited to the fiberglass pool shell, pumps, filters, chemical feeders, covers, pool cleaners, heaters and any and all other components manufactured by separate independent companies have individual warranties on their equipment used in the of Customer's pool. Seller agrees to act as a representative for Customer in using its commercially reasonable best efforts to ensure these companies comply with their warranties, but Seller is not responsible for these warranties. In addition, if these warranties are longer than the 365-day warranty offered by Seller, and there is no warranty on the labor or materials to correct the defective part, it shall be the Customer's responsibility to pay for these services.
- 10.02 Conditions: All warranties offered herein are offered only to the Customer and shall not extend to any other third party. Such warranties are conditioned upon said Customer (a) keeping the pool full of water at all times (permission to drain the pool must be obtained in writing from Seller and/or pool manufacturer); (b) operating the pool with reasonable care, with necessary maintenance, and in accordance with Seller's instructions; (c) seasonal maintenance including opening and closing the pool to be done exclusively by Seller; any maintenance performed on pool or its system, except by authorized dealer (i.e. Pentair or San Juan Pools) will immediately void Seller's warranty.
- 10.03 Seller disclaims all warranties of merchantability or fitness for a particular purpose, and disclaims all warranties, expressed or implied, with respect to concrete used in construction of the pool deck. **All concrete is guaranteed to crack.** No warranty is offered on cracking, heaving, settlement, staining or discoloration on concrete used in the construction of the pool deck. No warranty is offered on any damage to the concrete finish from rain, hail, freezing temperatures, leaves, debris, wind, any other adverse weather conditions, irrigation systems, wild or domesticated animals or people not authorized by Seller to be on the concrete pool deck. Except as expressly set forth herein, there are no other warranties, expressed or implied.

### LIMITATIONS OF WARRANTY

- 11.01 No warranty extends to any part of the swimming pool, its equipment, pool decking or appurtenances thereto which are caused by any of the following conditions or events: (a) damages or failure caused by the lack of water in the pool contrary to Seller's instructions; (b) defects or failure caused by normal wear, abuse, lack of reasonable care, lack of necessary maintenance, improper operation, vandalism, animals, insects, termites or Acts of God; (c) damages or failures to pool, plumbing lines, all equipment and concrete decking due to freezing, floods, or exposure to the elements; (d) damages or failures caused by substitution or addition of equipment supplied by someone other than Seller; (e) damages or failures caused by surface or underground water or drainage, (f) damages, defects, failures or loss of use caused by stray current or stray voltage in, under or on top of the ground, earth movement, settling or any other condition or acts not initiated by Seller.
- 11.02 Seller expressly denies any responsibility or liability for incidental or consequential damages arising as a result of the use or ownership of your swimming pool (some states do not allow the exclusion or limitation of these damages, so this limitation may not apply to you.). No warranty is offered for any staining or blemishes caused by abnormalities, either in the water used for filling the pool or spa or by poor water maintenance, chemicals, or by die in bricks, tile, or stone.

### MANUFACTURER'S WARRANTIES

- 13.01 Manufacturer's warranties on all products supplied by Seller are the expressed obligation of that Manufacturer. Seller shall not be responsible for cost of removal or replacement of said products after one (1) year from the date of the pool being filled with water.

### ASSUMPTION OF RISK

- 14.01 **CAUTION! SWIMMING POOL USE IS AN INHERENTLY DANGEROUS ACTIVITY. DROWNING, DEATH OR SERIOUS INJURY MAY OCCUR.** You agree that you will use your pool strictly at your own risk. You agree that you will use your pool safely and responsibly. You agree that Seller/Installer **IS NOT RESPONSIBLE** for injuries or death to you or any other person.

### ONGOING SEASONAL POOL MAINTENANCE

- 15.01 Seller requires exclusive claim to seasonal maintenance of the pool and equipment to honor all warranties. While under manufacturer warranty, eligible repairs will be covered under warranty program at no additional charge to customer. If service or repair does not qualify for warranty coverage, service will be billed to customer and will be the sole responsibility of the customer. Rates may vary based on industry costs from year to year.