35 YEAR

Embassy PoolCo

PRORATED LIMITED WARRANTY

IMPORTANT! Misuse of your pool may result in crippling injury and/or other dangers to life and health. Do not Dive or Jump! Do not use slides, diving boards, or any other platform or object which can be used for improper pool entry! Use only an above-ground swimming pool ladder to enter or exit your pool. It is your responsibility to secure your pool against unauthorized, unsupervised or unintentional entry. Always obey all safety rules. Remember, pool safety is everybody's responsibility.

The use of any type of Chlorine Salt Generating System on your pool will render your warranty coverage null and void. The use of such systems causes premature rusting and corrosion of all the metal parts that are not a manufacturing defect. Embassy PoolCo will assume no cost, related to the use of such systems.

WALL AND FRAME COMPONENTS

TERMS & CONDITIONS

To validate this limited warranty, fill out the required information on the reverse side of this warranty card and retain this card with sales slip and/or proof of purchase.

1. Embassy PoolCo is the warrantor of this product.

   Mailing address: Embassy PoolCo Customer Service:
   315 No. Sebastian St.
   West Helena, AR 72390
   (870) 572-3466

2. This warranty is extended to the original purchaser (consumer) only.
3. This limited warranty covers the Embassy PoolCo wall and frame components only. The liner is warranted under a separate limited warranty contained in the liner carton.
4. This Embassy PoolCo warranty prorates the wall and frame component costs over a thirty-five (35) year period. If any defect in material or workmanship is confirmed by the dealer and/or Embassy PoolCo during the first three years from date of purchase and if reported to the dealer and/or Embassy PoolCo, the part or parts will be provided or repaired free of charge. If a determination of defect cannot be made by the local dealer (purchaser may be required to bring the part or parts to the dealer's store for inspection) the purchaser must (after prior authorization from Embassy PoolCo's Customer Service Department) at his expense, carefully clean, package, and send the part or parts to Embassy PoolCo. If, at the sole discretion of Embassy PoolCo, there is a manufacturing defect, the part(s) will be provided or repaired at Embassy PoolCo's option, and the applicable freight will be reimbursed in the first year only.

   The method of proration on this warranty is to repair or provide free of charge any part(s) found defective in the first three years from date of purchase. For the next thirty-two (32) years part(s) found to have manufacturing defects will be provided at a prorated cost equal to the following percentages of the then existing manufacturer's suggested retail parts prices.**

   The percentages below are paid by the consumer and apply at the beginning of the year listed:

First Year	0%	Sixth thru	
Second Year	0%	Tenth Year	65%
Third Year	0%	Eleventh thru	
Fourth Year	55%	Fifteenth Year	70%
Fifth Year	60%	Sixteenth thru	
		Thirty-fifth Year	75%

   Freight Collect. Cashiers check or money order required prior to shipment from EmbassyPoolCo.

   **Retailers will from time to time offer parts for sale at prices less than the manufacturer's suggested retail price; therefore, the purchaser should check with his local dealer to assure the lowest possible replacement cost.

5. If a suspected factory defect is encountered, the purchaser must be willing to return the part or parts to the dealer location for inspection and must bear the expense involved in this requirement. If (as stated in Item 4) the dealer cannot determine whether the problem is a factory defect, then the purchaser must bear the expense of cleaning, packaging, and shipping the part or parts to Embassy PoolCo's plant (after receiving prior authorization from Embassy PoolCo's Customer Service Department) for inspection and determination.
6. No incidental, consequential, or other damages will be paid. Failure of the purchaser to allow the dealer and/or manufacturer to inspect the product claimed defective (at dealer's and/or manufacturer's business location), shall render the warranties made hereunder null and void. Embassy PoolCo cannot be responsible for damage to the components caused by the purchaser or the installer.

   Embassy PoolCo is not responsible for any cost of re-installation including but not limited to , labor, water replacement or chemical loss due to any manufacturing defect.

   This warranty is null and void if the design of this product is altered in any way. (Thus, the product must be assembled according to the factory directions and no changes made in any of the parts.) This pool is designed to be installed as an above-ground portable pool. Burying the components (other than as defined in the pool instructions or necessary to level pool) below the surface level of the ground voids all warranties.

   All commitments by dealer and manufacturer shall be declared null and void if the purchaser fails to comply with instructions pertaining to care, and maintenance as outlined in detail in the Embassy PoolCo's "Safety First Pool Use Handbook", as well as full compliance with all safety instructions, including the placement of all signs and decals included with the product.

   Embassy PoolCo is in no way affiliated with any professional pool installer. Therefore, Embassy PoolCo can assume no responsibility for errors in installation by the homeowner or said professional installer. If you have the pool installed by others, please supervise to be sure they comply with proper installation techniques as shown.

   Embassy PoolCo is not involved in or responsible for pool installations. UNDER NO CONDITIONS WILL EMBASSY POOLCO BE RESPONSIBLE FOR THE COST OF LABOR AND/OR WATER OR CHEMICAL LOSS OR ANY DAMAGES THAT MAY OCCUR THEREFROM. Customer must be satisfied with completed

(Continued on back)

installation, whether professionally or self-installed, before proceeding with additional landscaping.

The liner warranty cautions the purchaser not to empty the pool because of potential damage to the liner. A pool left standing empty is also exposed to potential severe wind damage. Such damage would not be covered by this warranty.

The wall and frame components of this pool can be severely damaged by ice formed in the pool which is not supported by a stable water level. Small punctures or cuts in the pool liner can lower the water level considerably over a several month period and shift the weight of tons of ice onto the wall and frame components and circumference of the pool liner. It is the purchaser's responsibility to assure that the pool liner does not leak if the pool is to be subjected to subfreezing temperatures. Failure to repair a leak can void this warranty. Damage to the pool from ice shifting or movement is not covered by this limited warranty. Damage resulting from customer's failure to comply with pool chemical manufacturer's instructions is not covered by this warranty.

Warranty claims resulting from failure to stop leaking from the skimmer gasket or return fitting gasket are not covered under this warranty.

7. To obtain performance under this warranty, the purchaser should first contact the dealer from whom the product was purchased. The dealer is authorized to correct legitimate factory defects; however, he also is charged with the responsibility of determining beyond a reasonable doubt that the defect was one created by the manufacturer.

   It is the intent that all warranted defects of wall and frame pool components be corrected by the dealer.

8. In the event that the purchaser and the dealer cannot reach a satisfactory agreement, the purchaser should contact Embassy PoolCo's Customer Service Department (shown in Item 1 of this warranty). At that point, Embassy PoolCo will work directly with the purchaser and/or field sales representative to ascertain the facts and to make a determination as to the factory's position in relation to the product problem.

9. This warranty gives specific legal rights; the purchaser also has implied warranty rights. In the event of a problem with warranty service or performance, the purchaser may go to a small claims court, a state court, or a federal district court.

10. Embassy PoolCo maintains normal business hours between 8:00 a.m. and 5:00 p.m. Monday through Friday (based on Central Std. Time). Retail establishments selling Embassy PoolCo's products are authorized by the factory to correct factory defects during their normal working hours.

11. The intent of this warranty is to correct a factory defect as expeditiously as possible. Most dealers attempt to maintain a parts inventory from which to take immediate corrective action if necessary. In the event the dealer does not have a specific part, the factory will make every effort to ship the part or parts by common carrier within five working days or less after receiving the order. (Due to the seasonal nature of this business, Acts of God, strikes, or other uncontrollable problems, the shipping date could be delayed.

12. As stated before, this warranty covers the wall and frame components only. The liner carries a separate warranty contained in the liner carton. Retain sales slip and/or proof of purchase.

Embassy PoolCo expressly reserves the right to change or modify the design and construction of any product in due course of our manufacturing procedures, without incurring any obligation or liability to furnish or install such changes or modifications on products previously or subsequently sold.

Terms of sale of our warranty exclude liability for willful carelessness.

Date Purchased _____ Price $ _____

Date Installed _____ Pool Model No. _____

Liner Model No. _____ Replacement ? _____

Store Name & Address:

_____

_____

Embassy PoolCo RETAIN THIS WARRANTY

315 No. Sebastian St.

West Helena, AR 72390

(870) 572-3466



 Copyright © 2014