

WARRANTY & CONSUMER SUPPORT PROGRAM

Thank you for choosing Backyard Leisure Above Ground Pools. We take pride in the details that set our products apart. We are the leading North American manufacturer of above ground pools and our standards to design and quality are unparalleled in the industry that will provide many years of family fun and enjoyment. Backyard Leisure Pools warrants the frame and wall to be free of defects in factory workmanship and material under normal use and care and will, at its option replace or repair any parts subject to the terms of the warranty schedule and subject to the Terms, Conditions and Exclusions set forth below.

WARRANTY SCHEDULE AND CUSTOMER CARE SCHEDULE SUPPLIED EITHER BY THE LOCAL RETAILER OR DIRECTLY FROM BACKYARD LEISURE POOLS AT WWW.BACKYARDLEISUREPOOLS.COM. BILL OF SALE NEEDS TO BE SENT TO THIS EMAIL ADDRESS; INFO@MYPPOOLWARRANTY.COM.

MAKING A CLAIM

1. To initiate a claim under this warranty the purchaser should first contact the local retailer and service center from whom the product was purchased. If the purchase was made on the internet, contact Backyard Leisure Pools at info@mypoolwarranty.com and include the following information;

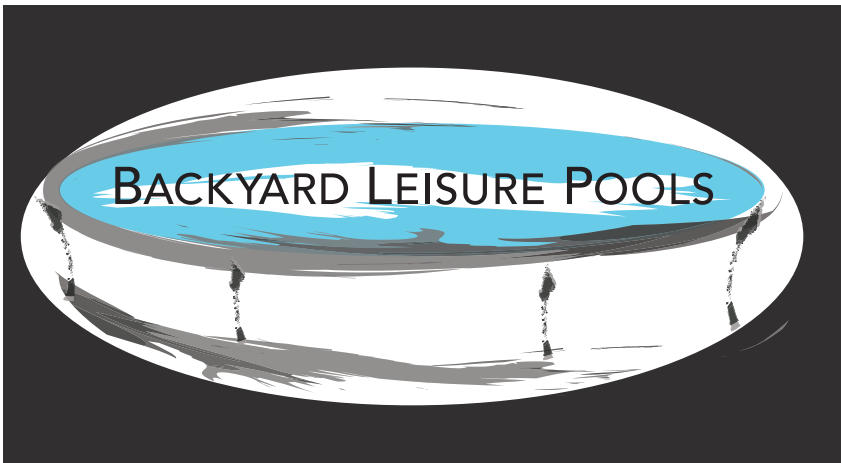
- 5 pictures of the damage including a full view of the pool and one of the skimmer and return;
- the bill of sale and claim number from your claim on www.mypoolwarranty.com.

The local retailer and service center where the pool was purchased is authorized to correct legitimate manufacturing related defects as well as having the authority of determining beyond a reasonable doubt that the defect is one created by the manufacturer and if applicable will inform the customer of repairs required to correct the defect whether by repair or replacement. Backyard Leisure Pools has confidence that the local retailer and service center used an authorized installer to make sure installation was correct and proper care and maintenance was done.

2. If the local retailer and service center is unable to determine the claimed defect the customer must promptly notify Backyard Leisure Pools in writing of any anomalies or peculiarities the part(s) may exhibit that could indicate possible manufacturing defect(s). A warranty claim must be accompanied with a copy of the bill of sale and a minimum of 6 pictures clearly identifying the reported defect(s) in question. A picture of the skimmer area on the outside of the pool is required regardless of the nature of the defect in question. If a suspected defect is not able to be determined by the Retailer of Backyard Leisure Pools, the purchaser must bear the expense of cleaning, packaging and shipping the parts or part to Backyard Leisure Pool's plant after receiving prior authorization from Backyard Leisure Pool's warranty department for inspection and determination for resolution.

TERMS & CONDITIONS

1. Your purchase **MUST** be registered within 30 days of purchase at www.mypoolwarranty.com.
2. If the warranty is claimed within the first year the shipping and handling charges will be covered at 100%. After the first year the claimant will be responsible for all shipping and handling charges related to defective and replacement components, (part(s) under claim may be requested if the submitted pictures do not adequately represent the claim or physical testing of part(s) is required to validate a claim).
3. This warranty coverage remains in effect on a properly installed and maintained pool which excludes wall failures due to improperly installed skimmer gaskets and leaking from improperly installed skimmers.
4. The provisions of the warranty apply only to the original purchaser of the pool.
5. The warranty is non-transferable.
6. Backyard Leisure Pools does not warranty the liner or any other maintenance equipment sold by the dealer.
7. No incidental, consequential, or other damages will be paid. Failure of the purchaser to allow the local retailer and service center and/or manufacturer to inspect the product claimed defective (at local retailer and service center and/or manufacturer's business location), shall render this warranty null and void.



REFER TO THE POOL INSTRUCTION MANUAL FOR ADDITIONAL POOL MAINTENANCE INSTRUCTIONS

WARRANTY & CONSUMER SUPPORT PROGRAM

IMPORTANT NOTICE SWIM SAFE MUST READ

It is strictly forbidden to dive or jump into an above ground pool. SERIOUS LIFE CHANGING INJURIES MAY RESULT.

Your swimming pool is not designed for diving or jumping; serious or fatal injuries can result. Always supervise activities in and around your pool to ensure safe swim practices. Safety labels are included with your pool and must be displayed as instructed. If they become discoloured or damaged, new labels will be supplied free of charge by contacting our warranty department.

Visit The Association of Pool and Spa Professionals website at www.apsp.org for important pool safety tips.

WHAT IS NOT COVERED

1. Damages resulting from accident, misuse, fire, water, storm, improper installation or alternation.
2. Wear resulting from the normal life expectancy of the pool components.
3. Scratches, discoloration and buckling that result from normal wear and the normal behavior of the materials and which are not damaged that justify replacing some or all of the pool frame parts or wall.
4. Damage caused due to accumulation of snow and ice on the top of the pool causing structural failure of the pool.
5. Deterioration of the pool or its foundation due to existing and developing tree roots.
6. Deterioration due to stumps or other objects in the ground.
7. Damage caused by sand bottom that has bumps, holes, or furrows created by ants, worms or the like.
8. Settling of soil outside of pools perimeter.
9. Damage caused by the pressure exerted by the winter cover or its fastening system.
10. Damage caused by the presence in the ground or elsewhere of pollutants or contaminants in any form, regardless whether they are solids, liquids, gasses, microorganisms, heat vibrations, radiation or any combination of these elements.
11. Damage caused by water level dropping over the winter due to cuts or tears to the liner.

CARE AND MAINTENANCE

1. Never allow your pool to stand empty.
2. Prepare your pool for winter correctly. Make sure all leaks have been repaired to eliminate the possibility of shifting ice and/or liner displacement that can result in damage to your pool. Clean all metal components.
3. When utilizing a salt water chlorinator, ensure the top ledges and stabilizer rails (steel pools only) show no sign of oxidation. If there are signs that such exist they should be replaced per the warranty and lifetime customer care program.
4. Do not use a "Gizmo" on your pool as this can cause structural failure of the pool and is not covered under the warranty.
5. Ensure to remove accumulations of snow and ice from the top of the pool to avoid structural failure of the pool.
6. Check for leaks around the skimmer and return hose on a monthly basis and repair as necessary.
7. Check your water chemistry at your local pool dealer where the pool was purchased and follow recommended frequency of water checks as well as local retailer and service center approved chemicals.
8. Keep your pool clean. Use pool cleaners as recommended by your pool dealer to keep the structure and wall of your pool looking new for many years of enjoyment.

OTHER FACTORS

1. Backyard Leisure Pools cannot be responsible for damages to the components caused by the purchaser or the installer. Backyard Leisure Pools has no affiliation to any installer. Installation should be done either by the local retailer and service center or an authorized installer chosen by the dealer.
2. The pool must be installed and maintained according to installation instructions provided with the pool. Failure to do so may void the warranty.
3. Modifications made to the pool design and any of the components in whole or in part contrary to the manufacturer's instructions render the warranty null and void.
4. The pool must not be installed below grade to any depth, doing so renders the warranty null and void, unless separate instructions are followed. These instructions can be provided by the authorized Backyard Leisure Pools local retailer and service center.
5. The warranty covers only the original components of the pool frame and wall.
6. Damage resulting from pieces of equipment furnished and installed by the customer that impede or interfere with the normal operation of the pool.
7. Leaving the pool empty will void this warranty.
8. Corrosion around and beneath the skimmer which includes the skimmer opening and round return opening are specifically not warranted. Refer to the skimmer maintenance instructions as well as the pool instructions.
9. Damage resulting from the use of a "Gizmo" or faceplate on the skimmer opening.
10. Damage resulting from an installation performed by the customer and/or the customer's agents that fail to comply with all local codes.

