



20 Year Structural Warranty and 15 Year Finish Warranty

1. Who May Enforce This Limited Warranty

The following One-Time Transferable Limited Warranty may be enforced by the following:

- (a) The original retail buyer of a Bayside Pools Ltd. (herein "Bayside Pools") pool shell purchased from an authorized dealer or directly from Bayside Pools.
- (b) The subsequent Purchaser of property where pool is located. This warranty may be transferred one time and warranty will become null and void unless Bayside Pools is notified in writing within one month of transfer of property.

2. What Is Warranted And For How Long – Structural Warranty

Bayside Pools warrants to the Purchaser that the pool shell will be structurally sound for 20 years of the pool under normal home use. The term "Structurally Sound" shall mean the pool is capable of containing water. The Bayside Pools' Pool shell is warranted only against leaking caused by failure of the shell due to faulty workmanship or materials used in the manufacture of the pool shell. In the event of the failure of the pool to contain water, Bayside Pools will repair the pool so that it does contain and hold water. Repairs may require modification of the pool. All structural repairs shall be performed by Bayside Pools, or personnel authorized by Bayside Pools, using the same colour materials as used on the original pool shell if available. If such colour materials are not available, Bayside Pools will use the closest match available at that time.

2.1 Finish Coat Warranty

Bayside Pools warrants to the Purchaser that the finish coat or gel coat will be free of osmotic blistering for a total of 15 years.

3. What Is Not Warranted

Bayside Pools does not warrant the following:

- (a) structural failures or other damage to the pool shell due to improper installation, handling, storage, or transportation of the pool shell. All installation practices must strictly comply with specifications approved by Bayside Pools.
- (b) that the colour or surface texture will exactly match the factory finish in the event of a repair. Shade or colour variation may be noticeable.
- (c) the finish of the pool against discoloration, staining, fading, hairline cracks, surface

roughness, or surface yellowing.

(d) the finish of the pool against calcium scale, whitening, or mineral deposits on the surface of the pool.

(e) any decking or other items in connection with the pool shell. This includes decking that is constructed of concrete, wood, stone, masonry, pavers, or any other material. This includes but is not limited to warranty against cracking, chipping, heaving, settling, separating, crumbling, splitting, or warping. Other items not warranted include but are not limited to fencing, landscaping, landscape lighting, retaining walls, fire pits, outdoor kitchen, grill areas, or drainage or irrigation systems.

(f) piping, plumbing, pipe fittings, skimmer(s), pool lighting, light niches, electrical conduits, or any other equipment or materials connected to the pool such as filtration, pumps, motors, sanitation equipment, pool covers of any type, etc.

(g) damage to the surface of the pool shell resulting from transport of the pool.

(h) minor inconsistencies or cosmetic blemishes in the finish of the pool shell. Some inconsistency is considered normal.

(i) Bayside Pools assumes the Independent Contractor will cover the pool coping with a suitable decking material and therefore does not include the pool coping as being part of the pool for warranty purposes.

(j) Bayside Pools does not warrant the pool shell for damage resulting from misuse, negligence, misconduct, accident, or acts of God including, but not limited to, floods, landslides, or earthquakes.

(k) damage to the pool shell resulting from improper site drainage. Surface water should be diverted away from the pool.

4. Conditions That Will Void This Warranty

This warranty will become null and void in the event that:

(a) the pool water level falls below the skimmer outlet at any time.

Warning: If the water is allowed to fall below the skimmer outlet serious damage to the pool shell could result and will not be covered under this warranty.

(b) the pool is drained by unauthorized personnel.

(c) Bayside Pools has not received full payment for the pool shell.

(d) unapproved material is used for the base and backfill of the pool during installation.

Approved material for the purpose of this warranty is clean crushed aggregate for the base and coves, and clean sand fill for the remainder. Any other material used shall render this warranty null and void unless written permission is granted by Bayside Pools prior to installation.

(e) if a hydrostatic valve is not installed in the base of the pool.

(f) Bayside Pools is not notified by email (info@baysidepools.co.nz) within 7 business days of discovery of defect.

(g) repairs of any nature are made to the pool shell by anyone other than an authorized representative of Bayside Pools.

(h) the pool is not maintained in accordance with accepted standards.

5. In The Event Of A Structural Or Finish Failure

Bayside Pools, at its sole discretion, will make the determination of the cause of an alleged structural fault. Such determination shall include who caused the structural fault, be it Bayside Pools resulting from faulty workmanship or materials used in the manufacture of the pool shell, a Contractor, or from some other cause.

In the event that a leak occurs in the pool shell as a result of faulty workmanship or materials

used in the manufacture of the pool shell, Bayside Pools at its sole discretion shall make the determination as to repairing or replacing the pool and will not be liable or responsible for any loss or damage to property, including but not limited to any fencing, landscaping, patios, sidewalks, or any other improvements connected to, or not connected to the pool shell, except for any gross negligence on the behalf of Bayside Pools.

In the event that Bayside Pools is at fault of the defect, it agrees to cover all reasonable cost to drain the pool and replace the water and initial dose of chemical treatment in the pool. If a replacement pool is needed, Bayside Pools will cover the cost of transporting the pool to the installation site but is not responsible for the cost of removal or replacement of pool or any other items.

It is the duty of the Purchaser to provide access to the pool repair site during normal business hours.

Following repair or replacement, the pool shell will then be warrantied for the unexpired portion of the warranty. Under no conditions will Bayside Pools compensate the Purchaser for loss of time, inconvenience, or use of the pool for any reason. Bayside Pools is under no duty to refund any, or all, of the purchase price of the pool shell for any reason. Warranty is limited to cost of repair and Bayside Pools shall have no other obligations or responsibilities.

Dated:_____ Pool Serial #:_____

Bayside Pools Ltd. Owner:_____

By:_____ Address:_____
