



RESIDENTIAL POOL WARRANTY STATEMENT

WARRANTY ON POOL SHELL AS LONG AS YOU OWN YOUR POOL

Vaughan Pools & Spas warrants that the pneumatically applied gunite shell structure will not leak water due to cracking for as long as you own your pool. If a leak due to cracking should develop, Vaughan Pools & Spas will repair the shell structure. The gunite pool shell offers a Lifetime Warranty that may be transferred, within thirty days of closing, to a new owner of the property. This transfer will necessitate an inspection of the pool, a transfer fee payment of \$600.00, and successful completion of Vaughan Pools & Spas training class on pool maintenance with the new owner. Any additional training time over an initial hour and a half, will be billed at a current hourly service rate. Cost of this inspection and the indoctrination is the responsibility of the new owner and to be paid at the time of the request for warranty transfer. The current owner shall have kept the pool in good operating condition and provided regular maintenance on said pool prior to inspection and transfer to the new owner. Should this request of transfer occur during the winter when inspections are not realistic, Vaughan Pools & Spas will work out a spring inspection schedule with the new owner once application and fee payment for warranty transfer has occurred within the thirty (30) days after closing.

FULL ONE-YEAR WARRANTY*

Vaughan Pools & Spas warrants the skimmers, drains, baskets, eyeball fittings, gauges, ladders, tile, coping, rails, lights (excluding bulbs), in-floor cleaning system (manufacturer offers Lifetime Limited Warranty with completed registration by owner), **robotic cleaners***, **control panels***, **actuator valves***, **pumps***, **filters***, and **heaters*** installed by Vaughan Pools & Spas in accordance with the manufacturer's warranty, against defects in workmanship or material for one (1) year. Please reference the sections concerning Manufacturer's Warranty and Limitations and Exclusions.

FULL TWO-YEAR WARRANTY

Vaughan Pools & Spas warrants the underground plumbing installed by Vaughan Pools & Spas, in accordance with the contract, against defects in workmanship or material for two (2) years. Please reference the section concerning Limitations and Exclusions.

FULL FIVE-YEAR PRORATED WARRANTY

Vaughan Pools & Spas warrants the marcite (standard) plaster finish, installed by Vaughan Pools & Spas, in accordance with the contract, against defects in workmanship or material for five (5) years as per matrix below. The owner's share of the percentage (material and labor) is due prior to any work being performed. Please reference the section concerning Limitations and Exclusions.

| | |
|----------------|------------------------------|
| Year One (1) | 100% by Vaughan Pools & Spas |
| Year Two (2) | 80% by Vaughan Pools & Spas |
| Year Three (3) | 60% by Vaughan Pools & Spas |
| Year Four (4) | 40% by Vaughan Pools & Spas |
| Year Five (5) | 20% by Vaughan Pools & Spas |

FULL TEN-YEAR PRORATED WARRANTY

Vaughan Pools & Spas warrants the **Aggregate** plaster finish (examples: Diamond Brite[®], RiverRok[®], StoneScapes[®], Pebble Tec[®]/Sheen[®]), installed by Vaughan Pools & Spas, in accordance with the contract, against defects in workmanship or material for ten (10) years as per matrix below. The owner's share of the percentage (material and labor) is due prior to any work being performed. Please reference the section concerning Limitations and Exclusions.

| | |
|------------------------|------------------------------|
| Year One to Five (1-5) | 100% by Vaughan Pools & Spas |
| Year Six (6) | 60% by Vaughan Pools & Spas |
| Year Seven (7) | 50% by Vaughan Pools & Spas |
| Year Eight (8) | 40% by Vaughan Pools & Spas |
| Year Nine (9) | 30% by Vaughan Pools & Spas |
| Year Ten (10) | 20% by Vaughan Pools & Spas |

MANUFACTURER'S WARRANTY

All pool equipment, winter safety covers, automatic covers and their mechanisms, slides, diving boards/stands, fiber optic equipment, sports equipment, fountains and heaters are covered under the manufacturer's written warranties. It is the new owner's responsibility to read those warranties and register them with the manufacturer as required to have the full warranty activated and recognized past the Vaughan Pools & Spas one (1) year coverage. Please reference the section concerning Limitations and Exclusions as many manufacturers' Limitations and Exclusions.

****Note: With Vaughan Pools being a member of the Master Pools Guild, participating manufacturers provide an additional two (2) years manufacturer's warranty on their equipment.***

LIMITATIONS AND EXCLUSIONS

Vaughan Pools & Spas is not liable for defects or damage caused by acts of God, accidents, abuse, misuse, exposure to fire or hazards of nature, including floods, ground faults, shifting or settling soil, improper drainage, maintenance, winterization or any occurrence that Vaughan Pools & Spas has no control over. Vaughan Pools & Spas is NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES caused by any defect including leakage. This warranty does not cover discoloration, shadowing, checking or staining of the plaster finish, since it is due to the physical and chemical nature of the plaster, local water conditions, improper use of chemicals or improper cleaning and maintenance. Vaughan Pools & Spas is not responsible for water, sewer or any other requirements to fill pool. Vaughan Pools & Spas will determine if and how items or equipment shall be repaired or replaced. Vaughan Pools & Spas is not responsible for matching color or brands no longer available, but will make every reasonable effort to match as closely as possible. Vaughan Pools & Spas reserves the right to substitute parts or items as deemed necessary. THIS IS Vaughan Pools & Spas SOLE WARRANTY WITH RESPECT TO THE POOL STRUCTURE AND THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED.

All Warranties are void on any equipment that has been altered or serviced by anyone other than Vaughan Pools & Spas or its expressed agents as authorized by Vaughan Pools & Spas.

CUSTOMER RESPONSIBILITIES

After paying Vaughan Pools & Spas in full, IN ORDER TO KEEP THE FOREGOING WARRANTIES IN EFFECT and receive the utmost benefit and enjoyment from your new pool, YOU MUST USE, MAINTAIN AND WINTERIZE THE POOL AND ACCESSORIES IN ACCORDANCE WITH THE POOL OWNERS GUIDE. This warranty gives you specific legal rights, and you may have other rights. Questions regarding warranty service may be directed to any Vaughan Pools & Spas Service Department or to Rick Vaughan or Cathy Crocker at Vaughan Pools & Spas, 1909 S. Country Club Drive, Jefferson City, MO 65109. They may also be reached by calling (573) 893-3650.