

# THURSDAY POOLS.

Your weekend starts early with us

## FPA ONE-TIME TRANSFERABLE LIMITED LIFETIME STRUCTURAL WARRANTY AND 15-YEAR SURFACE WARRANTY AGAINST OSMOTIC BLISTERING

*Keep This Information for Your Records*

Thursday Pools LLC, located at 840 Commerce Parkway, Fortville, IN 46040, provides the above-titled warranty to the original purchaser of the pool and provides a one-time transfer to a subsequent owner.

**STRUCTURAL.** A pool purchased from Thursday Pools LLC is warranted not to leak due to structural failures caused by workmanship and material used in the manufacturing for the Lifetime of the pool.

**SURFACE.** Thursday Pools LLC will warrant the surface of the pool from osmotic blistering for a period of FIFTEEN (15) years.

Water chemistry is extremely critical to maintain safe and healthy water and protect the surface finish of your pool. To protect the surface finish, you must maintain proper water balance and sanitation levels at all times. Review the factors listed below and maintain the following levels:

Chlorine Residual — 1.0 to 3.0 ppm

pH Level - 7.2 to 7.6

Total Alkalinity — 80 to 120 ppm

Calcium Hardness — 200 to 400 ppm

Cyanuric Acid (chlorine stabilizer) 30 to 50 ppm

Metals — 0 ppm

TDS- Less than 1500 ppm

SI -Saturation Index — (-0.3 to +0.3) Ideal is 0. (If you have a salt system, your saturation index should be between (-0.2 to 0.2) to account for the additional corrosive characteristics of salt.)

Salt -2700 to 3400 ppm (Only necessary if using a salt generator.)

This list is not a conclusive list of chemicals that affect water chemistry.

**ITEMS INCLUDED.** Thursday Pools LLC manufactures the pool or spa shell only. It does not manufacture the pumps, hoses, piping, pool covers, heaters or other items that may be used in a pool or spa installation. Thursday Pools LLC warrants only the pool shell and spa shell, and only from defects in materials and workmanship.

**ITEMS EXCLUDED.** The following items are specifically excluded from this warranty:

Pumps, hoses, piping, pool covers, heaters and other items not manufactured by Thursday Pools LLC. These items may be covered under other manufacturers warranties.

Damage caused by abuse or misuse of lack or reasonable maintenance and care or improper installation.

Damage caused by landscaping or drainage.

Damage caused during transport.

Damage caused from improper installation that includes but is not limited to failure to install 8" sump pump or well pit or failure to comply with recommended backfill guidelines.

Discoloration, staining, fading, hairline cracks, surface roughness, color variation, surface yellowing, whitening, calcium scale, or mineral deposits on the surface of the pool.

Damage to the pool resulting from natural occurrences such as, ground shifting, landslides, tornadoes, and earthquakes.

Repairs made to the pool from anyone other than an authorized representative of Thursday Pools LLC.

Issues regarding inability to exactly match factory finish or color, even if repairs to the color and surface texture are made by an authorized Thursday Pools LLC representative.

**DAMAGE TO THE SURFACE** of the pool caused by not maintaining properly balanced water chemistry as set forth in the Thursday Pool. **FINISH CHARACTERISTICS NOT COVERED UNDER WARRANTY ARE: DISCOLORATION, FADING, WHITENING, STAINING, YELLOWING, MINERAL DEPOSITS, CALCIUM SCALE, COLOR VARIATION AND HAIRLINE CRACKS.**

Maintenance Manual

**VOIDING THE ONE-TIME TRANSFERABLE LIMITED WARRANTY.** This warranty is rendered null and void if:

- The product is used for anything other than residential use.
- Pool water level is lowered or drained without obtaining written approval from Thursday Pools LLC. You must use the Thursday Pools
- Pool installation does not follow recommended install instructions including proper backfill material and well pit.

Form 7.2.3-9 Checklist For Pool Draining and have approval before water level is lowered.

Warning: allowing the water level to go below the skimmer puts different loads on the walls of the pool and can cause major structural failures. **Do not drain the pool!**

**TRANSFERABILITY.** This warranty applies to the original purchaser of the Thursday Pools LLC product. A one-time transfer is allowable to a subsequent owner with the proper documentation, procedures and fee. A request in writing must be sent to Thursday Pools LLC in writing at 840 Commerce Parkway, Fortville, IN 46040 or such address as may be posted at [www.thursdaypools.com](http://www.thursdaypools.com) within thirty (30) days of the transfer. Photographic proof of the product must be provided in order to insure that the product has had proper maintenance. A fee of \$75 (subject to change) must be included with the above documentation. Thursday Pools LLC can accept or deny the transfer if it determines in its sole discretion the pool has not had proper maintenance.

**OBTAINING WARRANTY SERVICE.** Customer must contact Thursday Pools LLC in writing at 840 Commerce Parkway, Fortville, IN 46040 or such address as may be posted at [www.thursdaypools.com](http://www.thursdaypools.com) within thirty (30) days of the claimed defect and within the applicable warranty period to begin process for warranty service authorization. Dated proof of original purchase from Thursday Pools LLC or its authorized distributor or dealer will be required. If an inspection is requested a photographic document must be provided to Thursday Pools LLC in order to determine the best remedy for a solution. Customer agrees to permit inspection of the product by an approved Thursday Pool LLC inspector or representative of Thursday Pools LLC. Product must be paid in full, before any warranty work will begin.

**APPLICABILITY.** This warranty applies when the warranted product (a) is installed in accordance with the manufacturer's specifications, (b) is properly and reasonably maintained, and (c) has not been subjected to damage, misuse, or abuse, and (d) is for residential use only.

**WARRANTY EXCLUSIONS AND LIMITATIONS.** IF THE PRODUCT DOES NOT OPERATE AS WARRANTED ABOVE, CUSTOMER'S SOLE REMEDY FOR BREACH OF THE WARRANTY SHALL BE **REPLACEMENT OR REPAIR** OF THE PRODUCT OR REFUND OF A PORTION OF THE PURCHASE PRICE PAID, AT THURSDAY POOLS LLC'S OPTION, AND UNDER NO CIRCUMSTANCES SHALL THURSDAY POOLS LLC BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, OR DAMAGES OTHER THAN THE REPAIR AND REPLACEMENT SET FORTH ABOVE.. TO THE FULL EXTENT ALLOWED BY LAW, THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES, TERMS OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY AND NONINFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED OR LIMITED TO THE TERMS OF THE EXPRESS WARRANTY. THURSDAY POOLS LLC NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE OR USE OF ITS PRODUCTS.

**BUYER'S RESPONSIBILITY.** It is the buyer's responsibility to use reasonable care in the use of this pool. Buyer should be familiar with all the safety precautions that are required in dealing with any pool. These include, but are not limited to chemical, mechanical, drowning and diving issues. If a claim is made requiring repair or replacement, Buyer is responsible for emptying and refilling of all water. Pool must be provided during normal working hours and be empty of water.

**THURSDAY POOLS LLC RESPONSIBILITY.** Thursday Pools LLC is responsible to repair or replace the affected product within a reasonable amount of time. Thursday Pools LLC has the option to decide what remedy may be performed. If Thursday Pools LLC decides to replace a product and does not have the exact product available they must replace the product with something similar or larger at no additional cost to the Buyer. Thursday Pools LLC will only be responsible to provide the replacement product. Any additional cost of removing, replacing or damage to landscape or decks is not the responsibility of Thursday Pools LLC.

**SPECIFIC LEGAL RIGHTS.** This One-Time Transferable Limited Lifetime Structural Warranty and 15-Year Surface Warranty gives you specific legal rights, and you may also have rights which vary from state to state. Some states do not allow limitations on how long an implied warranty lasts, so the above warranty may not apply to you. Some states do not allow the exclusion of incidental or consequential damages, so the above limitation or exclusion may not apply to you. When the implied warranties are not allowed to be excluded in their entirety, they will be limited to the duration of this One-Time Transferable Limited Warranty.

**GOVERNING LAW.** This One-Time Transferable Limited Lifetime Structural Warranty and 15-Year Surface Warranty shall be governed exclusively by the internal laws of the State of Indiana.

**DISPUTE RESOLUTION.** Any controversy or claim arising out of or relating to this One-Time Transferable Limited Lifetime Structural Warranty and 15-Year Surface Warranty, or the breach thereof, shall be settled by non-binding arbitration according to the Indiana Rules for Alternative Dispute Resolution.

**IN THE EVENT OF A STRUCTURAL OR FINISH FAILURE.** Thursday Pools LLC, at its sole discretion, will make the determination of the cause of an alleged structural issue. Such determination shall include who caused the structural issues be it Thursday Pools LLC 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, Thursday Pools LLC 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.

In the event that Thursday Pools LLC determines a leak occurred in the pool shell as a result of faulty workmanship or materials used in the manufacture of the pool shell, 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, Thursday Pools LLC 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 warranted for the unexpired portion of the warranty. Under no conditions will Thursday Pools LLC compensate the Purchaser for loss of time, or all, of the purchase price of the pool shell for any reason. Warranty is limited to cost of repair and Thursday Pools LLC shall have no other obligations.