



NOTICE: It is the responsibility of the pool owner to provide warnings (verbal and signage) to all users of the pool advising:
NO DIVING OR JUMPING INTO AN ABOVEGROUND POOL

3/25 LIMITED WARRANTY **Aboveground Swimming Pools (Krystal Kote)** (Separate warranty for liner)

AQUARIAN warrants its aboveground pools including wall and frame for **25 years** from the date of purchase under a **pro rata** basis with terms described below and extends this limited warranty to the **original retail purchaser only**. We agree to replace at our factory, **any part(s) that rusts or corrodes beyond use** during the stated period. From the date of purchase and for the next 25 years any part defective under the terms of the warranty will be replaced at a prorated charge as follows:

Seasons	1-3	- full warranty	Years	10-15	- 70%	of suggested list price at
Years	4-5	- 40%	Years	16-25	- 90%	the time of replacement
Years	6-9	- 50%				(taxes extra)

This warranty is subject to the following terms and conditions:

- A. If the AQUARIAN pool part(s) should **rust or corrode beyond use** during this period you should send a letter to our factory identifying the part(s). We will replace the defective part(s) after either:
 - 1. receipt with factory authorization of the defective part(s) or photograph at our factory for factory confirmation of the defect or
 - 2. at our option, confirmation of the defect by an authorized representative at the pool site. Replacement will be completed within 15 business days.
- B. This warranty extends only to the **original purchaser of the pool** whose name appears as purchaser in the original order and no rights accruing to the original purchaser under this warranty may be assigned to any subsequent purchaser.
- C. Units or assemblies such as **liner, filter, pumps, motors, skimmers, standard fittings, heaters or accessories** for use in the pool are subject to and carry the manufacturers warranty only.
- D. Our factory is located:
In Canada – Head Office, 12775 Brault Road, Mirabel, Qc, J7J 0C4
and are open for business Monday through Friday 9:00 a.m. to 5:00 p.m. Eastern Standard Time.
- E. **Freight charges** for any part(s) returned to AQUARIAN for replacement must be **prepaid by the customer. The customer will also prepay freight charges for the return of part(s) replaced**
- F. Any part(s) replaced by us and returned to you shall be removed and installed - or **reinstalled at owners expense. Under no condition will the manufacturer or the dealer be responsible for labour charges, cost of loss of water or chemicals or any other related damages that may occur.**
- G. AQUARIAN recommends that you should keep the pool minimum half full at all times. We are not responsible for any irregularities or imperfections or shrinkage which may result from the ~~removal of water~~ from your AQUARIAN vinyl lined pool. **In areas where freezing occurs the height of the water in the pool MUST be lowered to half full to prevent ice damage.**
- H. We have no liability for damage caused to the pool by ice movement (dropping in the spring), because of the loss of water.
- I. **INSTALLATION - A pool must be installed so that the area surrounding the pool is well drained. Water accumulation near a pool will cause ice damage that is NOT covered under warranty. Damage to the pool wall caused by plugging the skimmer is not covered by warranty.**
- J. We shall not be responsible for any damage or defect to pools or parts which result from your acts, or the acts of others (including installers or exterior soil conditions) and we shall have no liability to replace any parts so damaged. We are not responsible for any damage to pools or parts as a result of frost, snow, ice, wind, salt spray, chemicals, air pollution, nutsedge (nutgrass) or other climatic and environmental factors. Please **consult with your insurance company concerning the insurance of the pool** against damage from any of these factors. **Corrosion, as a result of leaking at the skimmer, outlet, bottom drain or liner is NOT covered under this warranty.**
- K. The manufacturer reserves the right to modify, change or discontinue without notice any pool model and its warranty.
- L. This warranty shall be unenforceable so long as the purchaser is in default under terms of any agreement executed in connection with the purchase or installation of the AQUARIAN pool. Our total liability to you under this warranty is limited to carrying out the terms of our warranty.
- M. This warranty gives you specific rights. There are no warranties expressed or implied by the dealer or manufacturer except those stated above. In the event of a problem with warranty, service or performance, you may be able to go to a small claims court, a provincial or state court, or a federal court.
- N. AQUARIAN **does not warrant** its steel framed above ground pools when used with **salt generation systems**.

HEAD OFFICE.
12775 Brault Road,
Mirabel, Qc, J7J 0C4
1-888-777-0447

DO NOT JUMP OR DIVE INTO AN ABOVEGROUND POOL