

DISCLAIMER AND LIMITATION OF LIABILITY

This **Disclaimer and Limitation of Liability** document is designed to clarify the terms under which our pools and related products are provided to you. It outlines important limitations on the warranties for our products and specifies the extent of our liability should issues arise from your use of our products.

By purchasing or using any of our products, you acknowledge that you have read, understood, and agreed to the terms presented in this document. We encourage you to review this **Disclaimer and Limitation of Liability** carefully, as it is integral to your usage of any Bourne/William Pools, Inc. products. Please read this in conjunction with our **Warranty Policy**, and any other contract that you may sign as part of your purchase.

Thank you for choosing Bourne/William Pools, Inc. We are committed to your satisfaction and appreciate your understanding of the conditions under which our products are sold and supported.

- a. **Assumption of Risk:** By purchasing and using a pool from Bourne/William Pools, Inc., you acknowledge and accept the inherent risks associated with swimming pool ownership and use. These risks include, but are not limited to, drowning, slipping, falling, and other injuries from normal use, misuse, or unforeseen accidents. You recognize that both children and adults are at risk if not adequately supervised or if the pool is used without adherence to safety guidelines and precautions outlined in the user manual. Additionally, improper installation or maintenance of the pool can increase these risks. It is your responsibility to ensure that all safety measures are in place, such as adequate fencing, secure pool covers, and the presence of safety equipment. By continuing to use the pool, you explicitly agree to assume these risks and acknowledge that Bourne/William Pools, Inc. is not responsible for any incidents that may arise from the use, misuse, or inability to use the pool, provided that the product has not failed under the terms of its specified warranties.
- b. **General Disclaimer:** Bourne/William Pools, Inc. expressly disclaims all warranties, whether express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, except as may be explicitly provided in our Warranty Policy. While we strive to provide accurate and reliable products, Bourne/William Pools, Inc. does not warrant that the pools will meet your requirements or that the operation of the pools will be uninterrupted or issue-free. We endeavor to ensure that all product descriptions, advice, and guidance provided in our marketing materials, user manuals, and on our website are accurate and up to date; however, this information should not be considered comprehensive or infallible. You acknowledge that such information and materials may contain inaccuracies or errors to the extent permitted by law, and expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law. By purchasing and using a pool from Bourne/William Pools, Inc., you agree that the use of the product is solely at your risk and subject to your compliance with all applicable laws and regulations, including safety standards and local codes.
- c. **Performance Disclaimer:** Bourne/William Pools, Inc. does not guarantee that the performance of the pools will be uninterrupted, timely, secure, or error-free, or that any defects in the pools will be corrected. The expected performance of our pools assumes proper installation, maintenance, and use in accordance with our provided guidelines and recommendations. We caution that environmental factors, misuse, improper installation, or failure to follow maintenance guidelines may significantly impact the pool's performance and longevity. We explicitly disclaim liability for any performance issues that arise due to conditions beyond our reasonable control or that result from users' failure to adhere to recommended operating procedures.
- d. **Third-Party Products:** Bourne/William Pools, Inc. is not responsible for the examination or evaluation of, and does not warrant the offerings of, any third-party products or services, including any accessories or materials used in conjunction with our pools. Any use of third-party products or services is entirely at your own risk and discretion. Bourne/William Pools, Inc. expressly disclaims any liability arising from your use of or reliance on any third-party products and advises you to conduct your own due diligence and adhere to the manufacturer's guidelines of any third-party product to ensure it meets your needs and compliance requirements. Any warranty claims related to third-party products or services must be directed to the respective provider or manufacturer and not to Bourne/William Pools, Inc.
- e. **Use of the Product:** Bourne/William Pools, Inc. provides pools with the expectation that they will be used in a manner consistent with their intended purpose and in accordance with all provided instructions and safety guidelines. It is essential that all users adhere strictly to these guidelines to ensure their safety and the optimal functioning of the pool. The company disclaims any liability for damages or injuries that occur due to misuse, abuse, or negligent handling of the product. Misuse includes, but is not limited to, overloading, improper chemical maintenance, use in non-designated environments, or failure to perform regular maintenance and inspections. Users are responsible for ensuring that all safety measures are in place, such as proper installation of pool barriers, supervision of children and vulnerable individuals, and adherence to local safety regulations. Any modifications to the product or use of non-approved accessories and components will void the warranty and may increase the risks associated with the pool's use.
- f. **Maintenance Requirements:** Bourne/William Pools, Inc. requires that all pools be maintained according to the guidelines provided at the time of purchase and detailed in the user manual. Proper maintenance is crucial for ensuring the safety, functionality, and longevity of your pool. Failure to adhere to these maintenance guidelines can lead to deterioration of pool materials, malfunction of pool components, and potentially unsafe conditions. It is the pool owner's responsibility to regularly check and balance water chemistry, clean the pool and its filters, and inspect all mechanical parts and safety features for proper operation. Bourne/William Pools, Inc. disclaims any liability for failures or damages that result from the pool owner's neglect of regular maintenance.
- g. **Color and Finish:** Bourne/William Pools, Inc. makes every effort to ensure that the color and finish of our pools are of the highest quality and match the samples shown within reasonable industry standards. However, variations in color and finish may occur due to differences in material batches, lighting conditions at the time of viewing, and slight variations in product manufacturing processes. These variations are generally accepted within the industry and are not considered defects. Customers should be aware that exposure to sunlight, weather conditions, and the use of certain chemicals can affect the pool's appearance over time. Fading, discoloration, or slight changes in finish texture are natural outcomes of environmental exposure and regular use, and do not indicate a manufacturing defect.
- h. **Local Regulations and Compliance:** It is the responsibility of the purchaser to ensure that the product complies with local building codes, zoning laws, and other regulatory requirements applicable in their specific locality. The purchaser must verify that the installation and use of our products conform to all local, state, and municipal regulations and ordinances. This includes obtaining any necessary permits, inspections, or approvals that may be required before installation. Bourne/William Pools, Inc. disclaims any liability for penalties, fines, or damages that may arise from failure to comply with local regulations.
- i. **Force Majeure:** Bourne/William Pools, Inc. is not responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, acts of war, riots, civil disturbances, governmental actions, labor unrest, shortages of materials, or severe weather conditions.
- j. **Limitations of Liability:** Bourne/William Pools, Inc. shall not be liable for any indirect, special, incidental, consequential, or punitive damages arising from or related to the pool or its use, regardless of whether such damages were foreseeable and even if Bourne/William Pools, Inc. has been advised of the possibility of such damages. This includes, but is not limited to, personal injuries, death, property damage, loss of profits, revenue, data, enjoyment, or use of the pool, and any other losses that might arise from any defect in the pool. The total liability of Bourne/William Pools, Inc. for any and all claims, losses, or damages resulting from any cause whatsoever, including Bourne/William Pools, Inc.'s negligence, alleged damage, or defective goods, whether in contract, tort, or under any warranty theory, shall not exceed the purchase price of the particular pool in question. Nothing in this section shall be construed to exclude or limit any statutory rights that cannot be lawfully changed or excluded; however, in such cases, Bourne/William Pools, Inc.'s liability shall be limited to the maximum extent allowed by law.

