

WARRANTY POLICY

BOURNE\WILLIAM™
PREMIUM POOLS

Welcome to **Bourne/William Pools, Inc.** We are committed to providing our customers with high-quality in- ground polypropylene pools. This Warranty Policy outlines our promise to you, the purchaser, regarding the durability and reliability of our products. It explains the protections you are entitled to under the terms of this warranty, which is designed to ensure your satisfaction and peace of mind with your new pool.

At Bourne/William Pools, Inc., we stand behind our craftsmanship and the materials used to construct your pool. This document will guide you through the warranty coverage we offer, ensuring that you fully understand how we support the structural and surface integrity of your pool. We aim to provide straightforward information about what this warranty covers, what is excluded, and the steps you can take if you need to avail yourself of the warranty services.

This Warranty Policy shall be read in conjunction with our **Disclaimer and Limitation of Liability**, and any other legal contract / document you may have received as part of the purchase.

Thank you for choosing Bourne/William Pools, Inc. We look forward to helping you enjoy your new pool with confidence and assurance.

1. DEFINITIONS

As used herein the following terms have the following meanings, unless the context otherwise requires:

“**Authorized Dealer**” refers to any third-party vendor or service provider that has been officially authorized by Bourne/William Pools, Inc. to sell and/or install our Pool Products.

“**Buyer**” or “**Purchaser**” refers to the original consumer who purchases a Pool directly from Bourne/William Pools, Inc. or through an Authorized Dealer.

“**We**”, “**Us**”, or “**Our**” refers to Bourne/William Pools, Inc., a corporation duly organized and existing under the laws of the State of Delaware, with its registered office located at 251 Little Falls Drive, Wilmington, DE 19808, including its employees, directors, and affiliates.

“**Coverage Period(s)**” means the duration during which the warranties provided under this Policy are in effect, as further described in Section 4 of this Policy.

“**Pool(s)**” refers to any in-ground polypropylene swimming pool manufactured and sold by Bourne/William Pools, Inc.

“**Product(s)**” refers to the physical Pool and any components included as part of the initial purchase package.

“**Warranty Policy**” or “**Policy**” refers to this document, which outlines the terms and conditions of the warranty offered by Bourne/William Pools, Inc.

“**You**” or “**Your**” refers to the Buyer or any individual or entity holding a valid ownership title to the Pool purchased.

2. ACCEPTANCE OF THIS WARRANTY POLICY

By purchasing and using a Pool from Bourne/William Pools, Inc., you, the Buyer, acknowledge and agree that you have read, understood, and accepted the terms and conditions outlined in this Warranty Policy. Acceptance of this Policy occurs upon your purchase of the Pool and is confirmed by your continued use of the Product.

This Warranty Policy is integral to your purchase; it provides detailed information about what warranty coverage includes and the processes involved in making a warranty claim. By accepting this Policy, you agree to comply with the responsibilities and procedures described herein as necessary for maintaining the warranty’s validity.

Please review this document carefully. Your acceptance of this Warranty Policy does not affect your statutory rights as a consumer that may apply under local or national laws relevant to the sale of goods.

3. ELIGIBILITY

This Warranty Policy applies exclusively to the original purchaser of the Pool from Bourne/William Pools, Inc., or an Authorized Dealer. The warranty is non-transferable and is only valid for the original purchaser who retains ownership of the property where the Pool is installed.

Eligibility Criteria:

- a. The Pool must be purchased directly from Bourne/William Pools, Inc., or through an Authorized Dealer.
- b. The Pool must be installed by a licensed and approved contractor according to our installation guidelines and all applicable local, state, and federal regulations.
- c. The Pool must remain at the original site of installation; the warranty does not cover Pools that have been relocated.
- d. The Pool must be maintained in accordance with the maintenance guidelines provided by Bourne/William Pools, Inc. at the time of purchase.

Exclusions:

- e. Pools purchased from unauthorized sellers or second-hand are not covered by this Warranty Policy.
- f. Pools used for commercial, rental, or other non-residential purposes are not covered under this Warranty Policy.
- g. Pools that have been modified, altered, or subjected to unauthorized repairs or misuse beyond the guidelines provided by Bourne/William Pools, Inc.

4. COVERAGE PERIODS

The Coverage Periods of this Warranty Policy extends to various components of the Pool, each covered for a specified duration from the date of purchase, as long as you, the original Purchaser, own the Pool and it remains at its original installation location.

Coverage Periods:

- a. **Structural Warranty:** The structural integrity of the Pool shell is warranted against water loss due to defects in manufacturing workmanship and materials for a period of twenty (20) years from the original date of purchase.
- b. **Surface Warranty:** The surface finish of the Pool, including the gelcoat and coloration, is warranted against osmotic blistering, excessive fading, and other manufacturing defects for a period of ten (10) years from the date of purchase.
- c. **Components and Accessories:** Any components and accessories supplied by Bourne/William Pools, Inc., such as fittings, skimmers, and piping, are covered for a period of three (3) years from the date of purchase, against defects in materials and workmanship.

General Provisions:

- d. This Warranty is effective only if all terms and conditions of the sale are met, including installation by an authorized and licensed contractor and adherence to all maintenance guidelines provided by Bourne/William Pools, Inc.
- e. The warranty coverage begins on the date of purchase, as documented by your sales receipt. It is imperative that you retain this receipt as proof of purchase and establish the start date of the warranty period.
- f. The Warranty is non-transferable and is only valid for the original Purchaser as documented at the time of sale.
- g. Please ensure that your Pool is registered with Bourne/William Pools, Inc. within thirty (30) calendar days of installation to activate your warranty coverage. Failure to register your Pool may result in delays or denials in processing any claims under this Warranty.

5. WHAT IS COVERED?

This Warranty Policy covers defects in material and workmanship under normal use and service conditions. Below are the specific components and conditions covered by this Warranty:

- a. **Structural Integrity:** Bourne/William Pools, Inc. warrants that the Pool shell will not leak due to defects in materials and workmanship that affect the structural integrity of the Pool. This includes the Pool's foundation and walls, ensuring they are free from significant cracks or degradation that would directly lead to water loss.
- b. **Surface Finish:** The gelcoat surface of the Pool is covered against blistering, excessive fading, and other abnormalities that are not a result of normal wear and tear. The warranty covers the cosmetic appearance to remain aesthetically pleasing and free of defects that impair the visual quality or use of the Pool.
- c. **Components and Accessories:** We cover all Pool components and accessories supplied by Bourne/William Pools, Inc., including skimmers, filters, pumps, and fittings, against failure due to defective materials or faulty workmanship.

Additional Coverage:

- d. **Installation:** Coverage includes defects in the installation if performed by an Authorized Dealer or a licensed contractor following our specified guidelines. This aspect of the warranty ensures that installation-related failures that could impact the Pool's performance are rectified.
- e. **Workmanship:** This warranty extends to cover the labor involved in the initial installation of the Pool, provided the installation is performed by an Authorized Dealer or a licensed contractor approved by Bourne/William Pools, Inc.

6. WHAT IS NOT COVERED?

This Warranty Policy does not cover certain conditions, incidents, and usages that fall outside of normal operational guidelines and manufacturer specifications. Below is a detailed list of exclusions from this Warranty (the list is not exhaustive):

- a. **Normal Wear and Tear:** Gradual degradation from normal usage, including minor scratches, surface discoloration, and normal fading of materials.
- b. **Improper Use:** Damage resulting from misuse, neglect, improper handling, or failure to operate the Pool in accordance with the terms of the user manual or industry standard practices.
- c. **Unauthorized Modifications:** Any modifications or alterations made to the Pool or its components that are not approved by Bourne/William Pools, Inc., including but not limited to changes in structure, plumbing, or electrical components.
- d. **Non-Approved Chemicals:** Damage resulting from the use of chemicals not approved by Bourne/William Pools, Inc., or failure to maintain proper chemical balances (pH, chlorine levels, etc.) as recommended in the Pool maintenance guide.
- e. **Third-Party Repairs:** Any repairs, maintenance, or alterations performed by service providers who are not authorized by Bourne/William Pools, Inc.
- f. **External Causes:** Damage caused by any force majeure events, including but not limited to accidents, acts of God (such as earthquakes, floods, and other natural disasters), vandalism, fires, or any other external forces that cannot be controlled by Bourne/William Pools, Inc.
- g. **Improper Installation:** Issues arising from improper installation if not performed by an Authorized Dealer or a licensed contractor in strict compliance with our installation guidelines.
- h. **Unapproved Accessories:** Problems that arise from the use of accessories, equipment, or parts not supplied or approved by Bourne/William Pools, Inc.

- i. **Commercial Use:** Any damage or failure occurring from the use of the Pool in a commercial, institutional, or multi-tenant setting.
- j. **Cosmetic Issues:** Cosmetic imperfections that do not affect the structural integrity or functionality of the Pool, including but not limited to color variation and minor surface blemishes.
- k. **Water Chemistry:** Damage due to negligence in maintaining water chemistry in accordance with Bourne/William Pools, Inc.'s recommended standards.
- l. **Shipping:** Damage to Product caused by the carrier during shipping.

7. OWNER'S RESPONSIBILITIES

To ensure the effectiveness of this Warranty Policy and to maintain the integrity and longevity of your Pool, you, as the Pool owner, are required to fulfill certain responsibilities. Adherence to these responsibilities is crucial for keeping your warranty coverage valid. Below are the key responsibilities expected of every Pool owner:

- a. **Proper Maintenance:** Regular maintenance of the Pool must be conducted in accordance with the maintenance guidelines provided by Bourne/William Pools, Inc. This includes, but is not limited to, proper chemical management, cleaning, and general upkeep to prevent issues such as algae growth, surface degradation, and mechanical failures.
- b. **Use of Approved Materials and Services:** Only use chemicals, parts, and accessories approved by Bourne/William Pools, Inc. for maintenance and repairs. Additionally, all servicing or repairs should be performed by authorized service providers.
- c. **Timely Reporting of Issues:** Any potential warranty claims or issues with the Pool must be reported to Bourne/William Pools, Inc. or an Authorized Dealer within a reasonable time frame, typically within ten (10) calendar days of issue detection, to allow for prompt assessment and necessary action.
- d. **Documentation and Records:** Keep detailed records of all maintenance, repairs, and services performed on the Pool. This documentation should include dates, descriptions of the work done, and receipts for services and purchases related to the Pool's upkeep.
- e. **Compliance with Installation Guidelines:** Ensure that the installation of the Pool is performed by an Authorized Dealer or a licensed contractor who follows all of Bourne/William Pools, Inc.'s prescribed installation guidelines and local building codes.
- f. **Environmental Considerations:** Protect the Pool from environmental factors that can cause damage. This includes ensuring proper drainage around the Pool area to prevent water accumulation and managing vegetation to avoid root intrusion and soil displacement.
- g. **Water Level Management:** Maintain the water level in the Pool to prevent structural damage. The Pool should not be left empty, and appropriate measures should be taken during periods of non-use, particularly in freezing conditions.

Failure to adhere to these responsibilities can result in the voiding of the Warranty Policy. By maintaining your Pool properly, you not only ensure its optimal performance and longevity but also protect your investment under the terms of our Warranty.

8. CLAIMS PROCESS

To ensure a smooth and efficient handling of warranty claims, Bourne/William Pools, Inc. has established a structured claims process. If you believe your Pool has a defect covered under this Warranty, please follow the steps outlined below to submit a claim:

Step 1: Documentation Check

Before submitting a claim, ensure you have all necessary documentation ready, including your purchase receipt, detailed records of maintenance, and any communications regarding the Pool. This will support your claim and expedite the process.

Step 2: Initial Contact

Contact our customer service department at info@bournewilliam.com or call our dedicated warranty support line as soon as you detect a potential warranty issue. Provide a brief description of the problem, including when it was first noticed and any steps already taken to resolve it.

Step 3: Claim Submission

You will be asked to fill out a warranty claim form, which should be submitted along with photographs of the defect, if applicable, and all relevant documentation. The form will require detailed information about the issue to assist with our assessment.

Step 4: Assessment

Upon receiving your claim, Bourne/William Pools, Inc. will review the documentation and may schedule an inspection to assess the Pool's condition. This evaluation will determine if the defect is covered under the Warranty.

Step 5: Claim Resolution

If the claim is approved, Bourne/William Pools, Inc. will initiate the repair or replacement of the defective parts as covered by the warranty, at its sole discretion. We aim to resolve all claims efficiently and restore your Pool to proper condition as quickly as possible. Such repair or replacement shall be our sole obligation and your exclusive remedy hereunder, and shall be conditioned upon your fulfilling of your obligations under this Warranty.

Step 6: Follow-Up

After the repair or replacement is complete, a follow-up may be conducted to ensure that the issue has been resolved to your satisfaction and that the Pool is functioning correctly.

Important Notes:

- a. All warranty service must be performed by an authorized service provider unless otherwise directed by Bourne/William Pools, Inc.
- b. Failure to comply with the required maintenance or to use only approved parts and services may void this warranty.
- c. Claims must be made within the specific time frame outlined in the Coverage Period for each component of the Pool.

By following these steps, you can help ensure that any issues with your Pool are resolved quickly and in accordance with our Warranty Policy. If you have any questions during the claims process, our customer service team is here to assist you.

9. LIMITATIONS OF DAMAGES

Bourne/William Pools, Inc. strives to provide high-quality products and services, but it is important for you, the Purchaser, to understand the limitations regarding the recovery of damages under this Warranty Policy. Below are the key limitations on damages that apply to this warranty:

- a. **Direct Damages Only:** This Warranty covers only the cost of repair or replacement of the defective parts of the Pool. Bourne/William Pools, Inc. is not liable for any other costs associated with the repair or replacement, including but not limited to removal, installation, or transportation costs.
- b. **No Consequential or Incidental Damages:** Bourne/William Pools, Inc. shall not be responsible for any consequential or incidental damages incurred by the Purchaser or third parties. This includes, but is not limited to, loss of use, loss of profits, loss of data, or any other indirect damages, even if Bourne/William Pools, Inc. has been advised of the possibility of such damages.
- c. **Caps on Damages:** The total liability of Bourne/William Pools, Inc. for any and all damages and claims arising out of or in connection with the Pool and its use shall not exceed the purchase price paid for the Pool by the original Purchaser.
- d. **Exclusions:** Damage resulting from circumstances beyond the control of Bourne/William Pools, Inc., such as natural disasters, acts of God, acts of third parties, or negligence by the Purchaser, are not covered under this warranty.
- e. **Statutory Rights:** Nothing in this Warranty Policy shall be deemed to exclude or limit any statutory rights the Purchaser may have in cases where limitations and exclusions of damages are not allowable.

10. GOVERNING LAW AND DISPUTE RESOLUTION

This Warranty Policy and any dispute arising from the same will be governed by applicable laws of the **State of Delaware (USA)**. The rights and obligations of the parties under this Warranty Policy shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

To ensure a fair and efficient resolution of disputes that may arise from the terms of this Warranty Policy or the use of a Bourne/William Pools, Inc. product, the following dispute resolution process has been established:

Step 1: Contact Us

Initially, if a dispute arises, you are encouraged to contact our customer service directly at info@bournewilliam.com or through our customer service hotline. We aim to resolve any concerns quickly and amicably.

Step 2: Mediation

If the dispute cannot be resolved through direct contact and discussion, both parties agree to attempt to settle the dispute by engaging in good faith with a neutral mediator. Mediation expenses will be shared equally between Bourne/William Pools, Inc. and the Purchaser, unless otherwise agreed upon.

Step 3: Jurisdiction

If mediation fails to resolve the dispute, both parties agree that the dispute shall be exclusively resolved by the appropriate courts located in New Castle County, Delaware (USA).

Limited Litigation Right

By agreeing to this Warranty Policy, you waive any rights to pursue large-scale litigation or class actions related to disputes with Bourne/William Pools, Inc. All disputes must be resolved through the processes outlined above.

Legal Fees

Each party is responsible for its own legal fees, and the prevailing party shall not be entitled to recover legal fees from the other party unless the arbitrator finds that the losing party's claim or defense was frivolous or asserted in bad faith.

Exclusions

Disputes requiring immediate injunctive relief to prevent irreparable harm may be brought in a state or federal court located in Delaware, notwithstanding the above provisions.

11. TRANSFERABILITY

This Warranty Policy is non-transferable and applies exclusively to the original purchaser of the Pool from Bourne/William Pools, Inc. or through an Authorized Dealer. The warranty benefits cannot be transferred or assigned to any subsequent purchaser or owner of the property where the Pool is installed.

12. DISCLAIMER OF OTHER WARRANTIES

- a. **Express Warranties:** This Warranty Policy outlines all the specific promises made by Bourne/William Pools, Inc. regarding the quality and performance of its Pools. No other express warranties are given.
- b. **Implied Warranties:** Any implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose, are limited to the duration of this express warranty, unless a shorter period is permitted by law.
- c. **Exclusion of Unstated Warranties:** Bourne/William Pools, Inc. disclaims all other warranties, express or implied, that are not stated in this document. By purchasing a Pool from Bourne/William Pools, Inc., the Purchaser agrees that the purchase decision is based solely on the warranties expressly stated herein.
- d. **Local Laws:** Some states or jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you. Additionally, some states or jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so such limitations or exclusions may also not apply to you. This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state or jurisdiction to jurisdiction.

13. LIMITATION OF LIABILITY

Bourne/William Pools, Inc. aims to provide high-quality products and excellent customer service. However, it is necessary to set certain limitations on our liability to manage risks effectively and maintain our ability to offer these products and services. Please carefully read the following limitations:

- a. **Scope of Liability:** Bourne/William Pools, Inc. shall not be liable for any special, indirect, incidental, or consequential damages arising out of or connected with the use of the Pool or the inability to use the Pool, 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, loss of profits, loss of use, business interruption, or other economic losses.
- b. **Damage Cap:** The maximum liability of Bourne/William Pools, Inc. under this warranty, for any and all damages, injury, or losses, shall not exceed the purchase price paid for the Pool by the original Purchaser, regardless of the cause or form of action, whether in contract, tort (including negligence), strict product liability, or otherwise.
- c. **Exclusions:** We do not assume any liability for damages and losses due to misuse, improper installation, or alterations made to the Pool without the express consent of Bourne/William Pools, Inc. Furthermore, we are not liable for damages as a result of non-compliance with the provided maintenance guidelines or use of non-approved accessories or chemicals.
- d. **Statutory Rights Not Affected:** Nothing in this section shall exclude or limit the liability of Bourne/William Pools, Inc. for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation. Furthermore, these limitations or exclusions will apply only to the extent permitted by applicable law. This Warranty Policy provides you with specific legal rights; however, you may also have other rights, which vary from jurisdiction to jurisdiction.
- e. **Limitation of Court Action:** If you have a claim under this Warranty or under any implied warranties provided to you by state law, you may not file a court action based on that claim any later than one (1) year after your right to file a court action accrues. In those states which do not allow this limitation on the time period for filing a court action, this provision is inapplicable.

14. UPDATES TO THIS WARRANTY POLICY

Bourne/William Pools, Inc. reserves the right to update or modify this Warranty Policy at any time without prior notice. These changes will apply to all Products purchased after the date of the policy update. It is the responsibility of the Purchaser to review the Warranty Policy periodically for any changes.

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