# IFETIME WARRANT

# Endura Pool

Blue Wave Products and its original equipment manufacturer warrants that its steel panels will be free from defects in workmanship for lifetime of original owner.

#### **Exclusions**

This limited warranty is enforceable only by the original retail purchaser. This warranty covers only Blue Wave Endura steel wall panels. All accessories, including but not limited to, vinyl liners, pumps, filters, motors, copying, skimmers, wall fittings, heaters, ladders or other standard fittings are specifically excluded from this warranty.

Blue Wave Endura steel walls are made of only premium quality steel, however, because the raw material is not manufactured or produced by Blue Wave., any failure due to material defects including, but not limited to, rust, corrosion, discoloration, staining, or other changes in physical characteristics of the steel are excluded under this Blue Wave Endura warranty.

### **Warranty Registration**

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The original retail purchaser must send in a completed warranty registration card to Blue Wave within ten (10) days from the date of the original retail purchase. In the event of a warranty claim of a defect covered under the provisions of this limited warranty, the original retail purchaser or qualified subsequent owner must notify Blue Wave in writing within ten (10) days of the initial discovery of defect. Upon notice of warranty claim, Blue Wave or an authorized representative of Blue Wave will inspect the panel in a reasonable time after the initial notification to determine if the failure is a covered defect under this limited warranty. If it is determined that the defect is covered under this limited warranty, Blue Wave, through its dealer, or authorized representative will repair or replace the defective panel. The cost of the removal of a defective panel and the installation of a replacement panel shall be the sole responsibility of the purchaser (or qualified future owner).

## Limitations

This limited warranty does not apply to panels that have been subject to misuse, abuse, repairs or attempted repairs by a non authorized employee or representative of Blue Wave; or a failure due to improper installation, an act of God, weather conditions or other damage from causes beyond the control of Blue Wave.

### Disclaimers

Blue Wave neither assumes nor do we authorize any other person to assume for us, any other liability in connection with the sale of panels. THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO A PURCHASER AND BLUE WAVE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR CAUSED BY ANY DEFECT, WHETHER A CLAIM IS BASED UPON WARRANTY, CONTRACT, NEGLIGENCE OR OTHERWISE. Some jurisdictions do not allow the exclusion of incidental or consequential damages, so this limitation may not apply to you. To the extent permitted by applicable law, THIS LIMITED WARRANTY SPECIFICALLY EXCLUDES ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, OTHERWISE all implied warranties are limited in duration to two (2) years from the original date of retail purchase. THERE ARE NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, OF ANY KIND OR NATURE WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE

Blue Wave Products - 1745 Wallace Avenue - St. Charles, Illinois 60174 Phone: 630-940-1530 - Fax: 630-940-1540

IMPORTANT: Warranty shall be void unless this card is signed and returned within 10 days. Owner's Name\_\_\_\_\_ Owner's Address Owner's Phone Number\_\_\_\_\_Owner's Email\_\_\_\_\_ Owner's Signature\_\_\_\_\_\_Date of Installation\_\_\_\_\_ Dealer's Name\_\_\_\_\_\_ Dealer's Signature \_\_\_\_\_ Dealer's Address \_\_\_\_\_ Dealer's Phone Number Dealer's Email