



# PERFECT POOL, INC.

## PERFECT POOL, INC. – LIMITED WARRANTY & RETURNS POLICY

**Issued:** January 1, 2025      **Revision:** 1.4      **Jurisdiction:** State of Michigan

**Document Reference:** PP-WR-0125-R1.4

# COVER STATEMENT

This Limited Warranty complies with the **Magnuson-Moss Warranty Act (15 U.S.C. §2301 et seq.)**, the **Federal Trade Commission's warranty disclosure requirements**, and applicable state consumer protection laws.

It defines the complete warranty and return rights of all customers and distributors purchasing Perfect Pool products in the United States.

## 1. RETURN POLICY (NON-WARRANTY)

Perfect Pool wants every customer and distributor to feel confident in their purchase. Returns are accepted within 30 days of delivery for unopened, unused products in factory packaging.

All returns require a Return Merchandise Authorization (RMA) number issued by Perfect Pool prior to shipment. Returned items must be new, unassembled, and in factory-sealed packaging. A 20 % restocking fee applies to all non-warranty returns (standard 15 % + 5 %). All refunds and credits are issued to the original payment method after inspection and approval.

This return policy does not affect your statutory rights under applicable consumer protection laws.

Consumers are encouraged to review the full Warranty & Returns Policy available at [www.theperfectpoolco.com/legal](http://www.theperfectpoolco.com/legal) prior to purchase or registration.

Customer is responsible for return shipping unless Perfect Pool determines the return resulted from its own error. Refunds are issued within 10 business days after inspection and approval.

### Additional Return and Freight Conditions

- Freight or shipping damage must be reported within 5 business days of delivery with photos of the packaging and product. Freight-related claims must be filed with the carrier directly; Perfect Pool will assist as needed.
- Used, installed, or water-filled pools cannot be returned for refund under any circumstances.

## 2. LIMITED WARRANTY COVERAGE

Perfect Pool, Inc. warrants to the original purchaser that its residential pool systems and accessories are free from manufacturing defects in materials and workmanship under normal

residential use, subject to the terms and limitations of this Limited Warranty. This warranty applies exclusively to 16 ft, 20 ft, and 24 ft round residential models.

### **Coverage by Product Category**

- Pool Body (Vinyl, Seams, Construction): 3-Year Limited Warranty (Year 1 = 100 %, Year 2 = 60 %, Year 3 = 30 % coverage prorated).
- Pump and Filter System: 1-Year Limited Warranty (covers manufacturing defects only).
- Accessories (Ladders, Pads, Covers): 1-Year Limited Warranty (normal wear and tear excluded).

If repair is impractical, Perfect Pool may offer a replacement at the prorated value above.

### **Replacement Part Coverage**

Any replacement component or repaired item is warranted for the remainder of the original warranty period or 90 days from shipment, whichever is longer. If the pool can be patched/repared with our Repair Kit, don't consider this a warranty claim.

### **Commercial Use Exclusion**

Pools used for rental, commercial, or demonstration purposes are not covered under this policy unless explicitly authorized in writing by Perfect Pool, Inc.

## **3. CONDITIONS OF COVERAGE**

Warranty coverage applies only when installation, use, and maintenance comply with manufacturer instructions.

Customers must adhere to all chemical, maintenance, and storage requirements contained in the Perfect Pool Manufacturer Water Care, Chemical Safety and Compliance Manual (Rev 1.2 – Issued January 1, 2025).

To remain eligible for warranty service:

- Maintain balanced water chemistry: pH 7.2 – 7.6, Free Chlorine 1 – 3 ppm, Total Alkalinity 80 – 120 ppm.
- Use only manufacturer-approved chemicals as defined in the Compliance Manual.
- Operate the pump at least 8 hours per day during the swim season.
- Store pool components clean and dry in off-season to prevent mold, freezing, or UV damage.
- Never use power washers, solvents, acids, or unauthorized cleaners on vinyl or filter media.

### **Additional Eligibility Requirements**

- Customer must notify Perfect Pool in writing within 10 business days of discovering any defect to remain eligible for warranty service.
- Customers must maintain and present a 30-day chemical log documenting all treatments and water tests prior to the claim. Failure to provide documentation may result in denial of coverage.

## 4. EXCLUSIONS

This limited warranty does not cover damage resulting from:

- Normal wear and tear, fading, or cosmetic blemishes.
- Improper installation, dragging, punctures, cuts, abrasion, or contact with rough surfaces.
- Chemical misuse or use of unapproved products (muriatic acid, cal-hypo, trichlor tablets, copper algaecides, flocculants, bleach, etc.).
- Damage from pets, wildlife, weather, vandalism, acts of God (flood, fire, storm, hurricane, lightning, earthquake, etc.), or freezing.
- Environmental and UV exposure causing fading, brittleness, or surface degradation beyond normal wear.
- Neglect or failure to follow setup or maintenance instructions.
- Unauthorized repairs, alterations, or commercial or rental use.

## 5. WARRANTY CLAIM PROCEDURE (Rev 1.2)

To submit a warranty claim, customers must complete all steps below in full.

Incomplete, illegible, or missing documentation may delay processing or result in denial of coverage.

1. **Submit Claim Form** Complete the online Warranty Claim Form at [www.ThePerfectPoolCo.com/warranty](http://www.ThePerfectPoolCo.com/warranty). Required files may be uploaded directly through the portal in .jpg, .png, .pdf, or .mp4 formats.
2. **Provide Proof of Purchase** Upload a clear photo or scan of the original sales receipt or invoice showing purchase date, authorized retailer/distributor, and transaction amount.
3. **Provide Identification Number** Upload a clear photo of the pool's serial or identification number plate (located on the outer vinyl wall or pump label). This confirms authentic Perfect Pool product origin, batch, and warranty eligibility.
4. **Provide Visual Evidence (Media Files)** Attach:
  - a) One photo showing the entire pool setup and surrounding area.
  - b) Close-up photo(s) of the specific defect or damage.
  - c) A short video (about 5 seconds) showing the issue in real time (e.g. air leak, seam separation, water loss).
5. **Provide Maintenance Summary** Include a written description of water-care routine and chemicals used during the 30 days preceding the claim. Attach the corresponding chemical log if available.
6. **No Unauthorized Repairs** Do not attempt any repair, patch, or modification before authorization; doing so voids coverage.
7. **Return Authorization** If requested, ship the product prepaid in approved packaging with the issued RMA number. Perfect Pool reserves the right to inspect and verify all returns prior to replacement or credit.
8. **Resolution** If approved, Perfect Pool will repair or replace the defective component according to the proration schedule.

9. **Shipping Costs** For approved claims within Year 1, shipping is covered by Perfect Pool. After Year 1 the customer is responsible unless authorized in writing.
10. **Processing Time** Typical review and resolution time is 7 – 10 business days after receipt of all required documentation and media.

## **6. LEGAL TERMS AND LIMITATIONS**

This warranty applies only to the original purchaser and is non-transferable.

Warranty period begins on the purchase date and does not reset after replacement.

Perfect Pool is not liable for incidental, consequential, or special damages such as labor, loss of use, water, or property damage.

All claims are subject to inspection and verification by Perfect Pool, Inc.

Warranty coverage is void if inspection reveals unapproved chemical use, unbalanced water (pH below 6.5 or above 8.0; chlorine > 10 ppm), or damage consistent with neglect or misuse.

All matters arising under this warranty shall be governed by the laws of the State of Michigan.

### **Entire Agreement**

This warranty constitutes the entire and exclusive agreement between Perfect Pool and the purchaser regarding warranty coverage.

No dealer, distributor, or representative is authorized to modify or extend the terms of this warranty.

## 7. CONSUMER RIGHTS AND STATE LAW

This Limited Warranty gives you specific legal rights, and you may also have other rights that vary from state to state. Some states do not allow limitations on how long an implied warranty lasts or the exclusion of incidental or consequential damages, so these limitations or exclusions may not apply to you.

Nothing in this warranty limits any rights you may have under applicable state consumer protection statutes.

## 8. CONSUMER RIGHTS AND STATE LAW

This Limited Warranty is governed by the laws of the **State of Michigan**, without regard to its conflict-of-law rules.

Any dispute, claim, or controversy arising out of or relating to this warranty shall be resolved by **binding arbitration** administered by the **American Arbitration Association (AAA)** under its Consumer Arbitration Rules.

Arbitration shall take place in **Macomb County, Michigan**, and each party shall bear its own legal costs unless otherwise determined by the arbitrator.

**Opt-Out Right:** You may opt out of this arbitration provision by providing written notice to Perfect Pool, Inc. within **30 days** of your original purchase date.

Judgment on the arbitration award may be entered in any court of competent jurisdiction.

This clause complies with the **Federal Arbitration Act (9 U.S.C. §§1-16)** and ensures fair, neutral, and accessible dispute resolution.

## 9. SUMMARY TABLE

Warranty Type	Duration	Who Is Covered	Transferable	Cost to Customer
Limited Warranty - Pool Body (Vinyl, Seams, Construction)	3 Years (Prorated 100%/60%/30%)	Original Purchaser	No	None (Shipping may apply after Year 1)
Limited Warranty - Pump & Filter	1 Year	Original Purchaser	No	None
Limited Warranty - Accessories	1 Year	Original Purchaser	No	None
Limited Return Policy (Unused Products)	30 Days	Original Purchaser	No	20% restocking fee

## 10. FINAL CLAUSE

Warranty coverage is contingent upon adherence to the Perfect Pool Manufacturer Water Care, Chemical Safety and Compliance Manual (Rev 1.2 – Issued January 1, 2025).

Perfect Pool reserves the right to amend or update this policy to reflect product improvements, regulatory changes, or best practices without prior notice.

## 11. SIGNATURE AND APPROVAL SECTION

### Approved By (Manufacturer Representative)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

### Approved By (Legal Counsel)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

### Compliance Certification:

This Limited Warranty & Returns Policy was reviewed and approved by the Perfect Pool, Inc. Legal & Compliance Department in accordance with the Magnuson-Moss Warranty Act and applicable Michigan law.

Authorized Legal Representative: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**Authorized Effective Date:** January 1, 2025 **Revision:** 1.4

## 12. CUSTOMER ACKNOWLEDGMENT

By purchasing and/or registering a Perfect Pool product, the customer acknowledges receipt and understanding of this Warranty and Returns Policy and agrees to follow all requirements for installation, maintenance, and chemical compliance.

Customer Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## 13. CONTACT INFORMATION

### **Perfect Pool, Inc.**

44729 Morley Drive

Clinton Township, MI 48038

Phone: (800) 941-3340

Email: [info@thepoolco.com](mailto:info@thepoolco.com)

Website: [www.ThePerfectPoolCo.com](http://www.ThePerfectPoolCo.com)

Perfect Pool, Inc. – Limited Warranty & Returns Policy (Rev. 1.4, January 2025) | Compliance Certified – Magnuson-Moss / FTC / Michigan Law