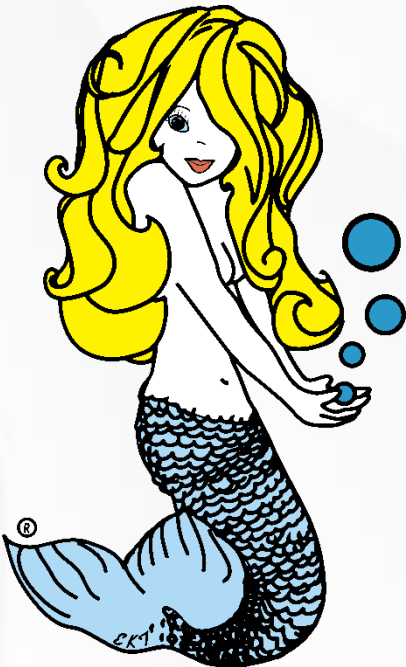


*Tallman Pools®*  
**LIMITED WARRANTY**



# Discount Fiberglass Pools, Inc. DBA Tallman Pools

## *Limited Warranty*

### LIMITED WARRANTY

Discount Fiberglass Pools, Inc. (referred to herein as “Tallman Pools”) warrants its one-piece fiberglass pool shells, including any integrated or standalone spas or tanning ledges (collectively, the “Pool”), under this express limited warranty (the “Warranty”) to the original retail purchaser (“you” or “Buyer”) only, subject to the following terms and conditions and only for residential use. This Warranty is non-transferable and automatically terminates upon any change of ownership of the property or the Pool, Spa, or Tanning Ledge. The Warranty applies only to the original retail purchaser and does not apply to products sold as “blemished” or “as is,” as designated on the original invoice issued by the Manufacturer. This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

#### 1 50-YEAR STRUCTURAL WARRANTY

The structural soundness of the fiberglass Pool is warranted against water loss due to a defect in workmanship or materials for fifty (50) years from the date of purchase, provided all terms herein are met. Structural failure is defined as water loss caused by a defect in the fiberglass laminate causing fracture, crack, or other similar separation in the Pool arising from manufacturing defects. Draining the pool at any time will void this warranty ([see Section 3e](#)). Manufacturer only warrants the Pool to hold water.

#### 2 SURFACE WARRANTY

The surface gelcoat finish of the fiberglass Pool is warranted solely against osmotic blistering caused by defects in workmanship or materials for a period of ten (10) years from the date of purchase.

- a) Fading, discoloration, staining, pigmentation changes, calcium scaling, surface cracking, crazing, mold marks, coping, or any other cosmetic change in appearance or texture are not covered under this warranty. It is understood that fading and discoloration are normal occurrences due to climate, sun exposure, pool chemicals, and other circumstances customary with fiberglass swimming pools.
- b) Proof of proper water chemistry is required to uphold the surface warranty ([see Section 4](#)). This must be in the form of documented weekly testing records and professional pool supply store testing at least once every six (6) weeks from the date of installation, together with receipts for chemicals. Documentation must be retained and produced for any warranty claim.

#### 3 CONDITIONS OF COVERAGE

This Warranty shall be valid only if all the following conditions are met:

- a) The original installation was completed by the Manufacturer, an authorized dealer, or a licensed contractor in accordance with all applicable state and local building codes, the ANSI/APSP/ICC-5 Residential Inground Pool Standards, the Manufacturer’s Use & Care Manual for Fiberglass Swimming Pools, and installation procedures adopted and approved by Manufacturer.
- b) The original Pool contract has been paid in full.



- c) Warranty must be registered at [www.TallmanPools.com](http://www.TallmanPools.com) within **120** days of sale.
- d) The Manufacturer is notified of a potential warranty claim within seven (7) days of discovery, and Buyer provides written notice, including description and photographs, in accordance with [Section 9 \(Claim Procedures\)](#). Failure to provide such written notice shall constitute a waiver of any obligation of Manufacturer to perform under this Warranty.
- e) Buyer cooperates fully with the Manufacturer, provides access to the Pool during normal business hours, and allows the Manufacturer or its representatives to inspect the Pool, installation, and related records.
- f) The Pool remains full of water at all times. **THE POOL IS DESIGNED TO REMAIN FULL OF WATER AT ALL TIMES.** Failure to maintain the water level at the middle of the skimmer outlet of the Pool will void this Warranty. **DRAINING YOUR POOL WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE MANUFACTURER WILL RESULT IN THIS WARRANTY BEING VOIDED.**
- g) A crack with visible protrusions on the interior surface of the Pool indicates that hydrostatic pressure beneath the Pool has exceeded the internal water pressure, typically as a result of the Pool being drained. Such conditions and resulting damage are not covered under this Warranty. Buyer shall not allow the Pool to overflow or water drainage to overrun the deck into the Pool, and must keep runoff water away from Pool areas to reduce hydrostatic (groundwater) pressure. Noncompliance with this requirement will void the Warranty. Manufacturer will not be responsible for problems arising from inadequate site drainage.
- h) A water inspection port is installed as part of the pool installation. Failure to install and maintain the port, and failure to keep groundwater properly removed from around the Pool, voids this Warranty.
- i) The Pool is used and maintained in accordance with the Manufacturer's Use & Care Manual, including proper water chemistry, care, and maintenance requirements in accordance with [Section 4 \(Water Chemistry Requirements\)](#).
- j) For any structural or surface water loss claim, Buyer must provide documentation from a licensed professional leak detection company confirming that water loss is the result of leakage from the Pool. If water loss is confirmed, Buyer must apply J-B WaterWeld or any other two-part epoxy rated for underwater or wet application to temporarily stop the leak and or water loss.
- k) Buyer warrants and represents that it has read and understands all of the literature published and/or distributed by Manufacturer with regard to the Pool, including but not limited to the Use & Care Manual, and agrees to adhere to the recommendations and requirements included in such literature.
- l) Manufacturer, in its sole discretion, will determine whether any claimed condition results from a defect in workmanship or materials or from installation, maintenance, customer action/inaction, or other excluded causes.
- m) Neither Tallman nor its affiliates shall have any warranty or other obligation with respect to goods or materials manufactured by third parties, and the warranty (if any) of the respective third-party manufacturer(s) will instead apply. The Buyer agrees to be bound by the terms, covenants and conditions of the respective third-party manufacturers' warranties and to look solely to such manufacturer in the event of a breach of any such warranties. The Retail Purchaser agrees that the disclaimers in [Section 8](#) shall apply equally to any goods or materials manufactured by third parties.



#### 4 WATER CHEMISTRY REQUIREMENTS

Buyer must maintain continuous proper water chemistry in accordance with the Use & Care Manual from the date of installation.

- a) Proper Water Chemistry shall be defined as:
  - i) pH: 7.2 – 7.4
  - ii) Total Alkalinity: 80 – 120 ppm
  - iii) Calcium Hardness: 80 – 120 ppm
  - iv) Free Chlorine: 1 – 3 ppm
- b) Testing Requirements:
  - i) Buyer must perform weekly self-testing of pH, Free Chlorine, and Total Alkalinity and monthly self-testing of Calcium Hardness, CYA, LSI, TDS, and Metals and maintain written documentation of results.
  - ii) Buyer must obtain professional water testing by a pool supply store at least once every six (6) weeks, with documentation of results retained.
  - iii) All documentation of self-testing and professional testing, together with chemical purchase receipts, must be retained from the date of installation and provided with any warranty claim.
  - iv) Failure to maintain proper water chemistry, or failure to maintain and provide documented proof of such testing, shall void the surface warranty.
- c) Additional Conditions:
  - i) Improper water chemistry, including corrosive or unbalanced water, can cause damage to the Pool, pool equipment, decking, and bathers, and is expressly excluded from warranty coverage. **FAILURE TO MAINTAIN PROPER WATER CHEMISTRY MAY LEAD TO CORROSION OF THE SURFACE.**
  - ii) For pools equipped with a salt chlorine generator (SCG), Buyer must follow all SCG manufacturer guidelines, in addition to the requirements above.
  - iii) Chlorine tablets or chemical dispensers must never rest directly on the surface of the Pool. Damage, bleaching, or blistering resulting from direct contact with chemicals is not covered under this Warranty.
  - iv) The Manufacturer shall not be responsible for damage or injury resulting from the Buyer's failure to maintain proper water chemistry.

#### 5 EXCLUSIONS

This Warranty does not cover, and Manufacturer shall have no responsibility or liability for, any of the following:

- a) Improper installation, including failure to comply with applicable building codes, ANSI/APSP/ICC-5 Residential Inground Pool Standards, the Manufacturer's installation manual and installation procedures adopted and approved by Manufacturer.
- b) Improper or unauthorized draining of the Pool, including allowing the water level to fall below the skimmer or overflow above the design waterline without prior written authorization from Manufacturer.
- c) Damage from groundwater, hydrostatic pressure, inadequate site drainage, overflow, or runoff into or around the Pool.



- d) Loss, replacement, or cost of water, chemicals, or other similar incidental expenses.
- e) Damage to, or failure of, equipment, accessories, or structures not manufactured by Manufacturer, including without limitation pumps, filters, heaters, plumbing, electrical apparatus, fittings, skimmers, piping, lighting fixtures, wiring, rails, ladders, slides, decking, concrete, waterfalls, fountains, fencing, landscaping, shrubbery, grass, driveways, patios, or other improvements.
- f) Damage to fencing, grass, shrubbery, driveways, walks, trees, patios, water or other improvements occasioned in the course of making any repairs or replacements made pursuant to this Warranty, except where gross negligence occurs on the part of Manufacturer or its representatives in the course of making such repairs.
- g) Coping, the horizontal top beam of the Pool, mold marks, shade or color variances, cosmetic blemishes, surface cracks, chips, crazing, staining, fading, or other changes in appearance or texture of the Pool's finish.
- h) Consequential, incidental, indirect, special, punitive, or exemplary damages of any kind, including but not limited to loss of use, inconvenience, removal or reinstallation costs, replacement costs, or similar claims.
- i) Repairs, alterations, or modifications made by anyone not authorized in writing by Manufacturer.
- j) Damage or deterioration caused or contributed to by improper water chemistry, misuse, neglect, abnormal use, abuse (whether chemical, accidental, or deliberate), accident, fire, acts of God, or other acts of nature (including but not limited to flooding, storms, ground movement, settling of soil, tree roots, or shifting of earth).
- k) Any exposed gelcoat surface above the waterline.
- l) Shade and/or color variances following a surface or cosmetic repair, including repairs performed by Manufacturer, and the inability to guarantee a color match.
- m) Installation by someone other than a Tallman Pools dealer, provided that this exclusion shall not preclude coverage under the Limited Warranty for claimed defects or damages unrelated to installation. For clarity: (a) Manufacturer recommends that Products be installed by a Tallman Pools dealer who is experienced and trained in such installations, but use of a Tallman Pools dealer is not required; (b) installation by others does not automatically void this Limited Warranty as to issues that would otherwise be covered, unless such issues arise out of or relate to the installation; and (c) whether installed by a Tallman Pools dealer or another installer, Manufacturer provides no warranty on the installation itself, which is warranted solely by the installer, and Manufacturer is not responsible for defects or damages arising from or related to installation.
- n) Damage resulting from alterations or modifications made to the Pool, spa, or tanning ledge, including but not limited to any structural or cosmetic changes, additions, or modifications to the spa or tanning ledge.
- o) Any installation for commercial or public use, including but not limited to hotels, motels, rental properties, or multi-family dwellings, shall void all coverage under this Warranty.



## 6 PERFORMANCE AND REMEDIES

If a valid claim is made under this Warranty:

- a) Manufacturer, at its sole discretion, will repair the Pool, replace the Pool, or refund up to the original purchase price of the Pool. For purposes of determining Manufacturer's total liability under this Warranty, the term "Purchase Price" shall mean the original amount received by Manufacturer for the fiberglass Pool, Spa, or Tanning Ledge shell only, exclusive of equipment, plumbing, decking, coping, landscaping, water, chemicals, transportation, or other associated costs.
- b) Any repair or replacement performed under this Warranty shall not extend the original Warranty period.
- c) Repairs may require modification of the Pool, including length, width, depth, color, or texture, and may alter the appearance of the Pool. Color variance, shade difference, or changes in texture or finish are deemed acceptable and shall not be grounds for rejection or further warranty claims. Color match cannot be guaranteed.
- d) Buyer is responsible for bracing the Pool and removing all hydrostatic groundwater before any Warranty repair work begins. Manufacturer shall not be responsible for draining or refilling the Pool, any damage caused by water runoff, or chemically conditioning the water.
- e) In the event of Pool replacement, Manufacturer shall not be responsible for removal, disposal, delivery, reinstallation, or associated costs, including but not limited to water replacement, chemicals, travel, lodging, transportation, landscaping, decking, or other incidental costs.
- f) Manufacturer's total liability under this Warranty shall not exceed the original purchase price paid for the Pool. The remedies set forth herein constitute Buyer's sole and exclusive remedies for any claim under this Warranty. In no event shall Manufacturer, its agents, subcontractors, or employees be liable for any injury, property damage, or any direct, indirect, incidental, special, consequential, or exemplary damages or losses of any kind arising from or relating to the performance, supply, or use of the Pool.
- g) In the event of a claim under this Warranty, Buyer agrees that time is not of the essence. Manufacturer will not compensate for loss of use, inconvenience, or the cost to refill the Pool or chemically condition Pool water resulting from any Warranty repair.
- h) Manufacturer may assign or transfer its rights or obligations under this Warranty to any affiliated entity without prior notice to Buyer. Such assignment shall not diminish or alter the Buyer's rights under this Warranty.

## 7 LIMITATION OF DAMAGES

Manufacturer's total liability under this Warranty is strictly limited to the original purchase price paid to Manufacturer for the fiberglass Pool, Spa, or Tanning Ledge shell only. In no event shall Manufacturer be liable for any consequential, incidental, indirect, special, punitive, or exemplary damages of any kind, including but not limited to:





- a) Water replacement, chemicals, or conditioning;
- b) Landscaping, grass, shrubbery, trees, patios, decks, fencing, concrete, pavers, or other surrounding structures or improvements;
- c) Removal, reinstallation, transportation, travel, or lodging costs;
- d) Loss of time, loss of use of the Pool, inconvenience, or other commercial or economic loss.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

## 8 DISCLAIMER OF OTHER WARRANTIES

- a) This Limited Warranty takes the place of all other warranties, oral or statutory, express or implied. Other than the express Limited Warranty set forth herein, which may not be altered without the express written consent of Manufacturer, neither Manufacturer nor any of its affiliates makes any warranty, representation, or condition, express or implied, with respect to the Pool or any related service, advice, or consultation.
- b) Implied warranties and conditions, including without limitation any implied warranties or conditions of merchantability and fitness for a particular purpose, are limited to the duration of this Limited Warranty. Some states or provinces do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.
- c) All implied warranties and conditions, whether statutory or otherwise, including without limitation any warranties or conditions of merchantability, fitness for a particular purpose, performance, non-infringement, and title, are hereby expressly disclaimed by Manufacturer and its affiliates and waived to the fullest extent permitted by law, whether arising by law, course of dealing, course of performance, usage of trade, or otherwise.
- d) Any products not covered by this Limited Warranty and any services, advice, or consultation provided by Manufacturer are supplied "AS IS," with all faults, and without warranty or condition of any kind, and any warranties or conditions in connection therewith implied by any course of dealing or usage are expressly disclaimed and excluded.
- e) The Buyer agrees not to rely on any oral statements, representations, or promises made by Manufacturer, its dealers, or representatives other than those expressly stated in this Warranty. Buyer understands that this document constitutes the entire Warranty agreement.

## 9 CLAIM PROCEDURE

To file a Warranty claim, Buyer must comply with all of the following:

- a) Notify Manufacturer in writing within seven (7) days of becoming aware of the issue. Notice must include a detailed description of the claimed defect, supporting photographs, and any other relevant information.



- b) Provide complete water chemistry records and professional test results from the date of installation through the date of claim, along with chemical purchase receipts, as required under [Section 4](#).
- c) Provide access for Manufacturer or its representatives to inspect the Pool, installation, and related records during normal business hours.
- d) Include the following information in the claim submission:
  - i) Buyer's name, address, phone number, and email address;
  - ii) The Pool's serial number, model, and color;
  - iii) The date of installation; and
  - iv) The name of the dealer or contractor who installed the Pool.
- e) All warranty claims must be submitted online at [www.TallmanPools.com](http://www.TallmanPools.com)
- f) Prior to the acceptance or servicing of any warranty claim relating to water loss, the Buyer must retain the services of a licensed or certified pool leak detection professional. A written report from such professional, detailing the existence, location, and cause of any leak, must be submitted to Manufacturer. Manufacturer shall have no obligation to investigate, repair, or replace any Pool under this warranty for alleged water loss absent such professional verification.
  - i) If water loss from shell is confirmed, Buyer must apply J-B WaterWeld or any other two-part epoxy rated for underwater or wet application to temporarily stop the leak and or water loss.
- g) If warranty claim is approved, Buyer must agree to abide by Manufacturer's Repair Terms and Conditions, a copy of which will be provided prior to service or can be provided upon request.

Failure to provide complete and timely written notice, documentation, and access for inspection shall constitute a waiver of any obligation of Manufacturer under this Warranty.

## 10 ARBITRATION

Any claim, dispute, or controversy (whether in contract, tort, or otherwise) between Buyer and Manufacturer, including Manufacturer's affiliates, employees, and agents, arising from or relating in any way to this Warranty shall be resolved by binding arbitration under the authority of the Federal Arbitration Act (9 U.S.C. sec. 1-16) or, as applicable, the Georgia Arbitration Act, and administered by the American Arbitration Association ("AAA") in accordance with its then-current commercial arbitration rules. Information on AAA and its applicable rules is available at (800) 778-7879 and [www.adr.org](http://www.adr.org).

- a) **Location.** All arbitration proceedings shall be held in Jonesboro, Georgia, or, if Manufacturer has relocated its principal place of business from Jonesboro, Georgia, then in the city where Manufacturer's principal place of business is located at the time the action is initiated.
- b) **Individual Proceedings Only.** Neither Buyer nor Manufacturer shall be entitled to join, consolidate, or arbitrate claims by or against other customers, or to arbitrate as a class





representative, class member, or in a private attorney general capacity. No class arbitration shall be permitted. If any provision of this Section is found to be unenforceable, such provision shall be severed and the remaining arbitration terms shall be enforced, provided that no class arbitration shall be permitted.

- c) **Jury Trial Waiver.** To the fullest extent permitted by law, Buyer and Manufacturer knowingly and voluntarily waive any right to a trial by jury in connection with any dispute subject to arbitration under this Warranty.
- d) **Relief.** The arbitrator must follow applicable law and shall have the authority to award any relief available in court under law or equity, but may not disregard the express terms of this Warranty, extend, modify, or suspend any lawful term of this Warranty, or assess punitive or exemplary damages against Manufacturer. A judgment on the arbitration award may be entered by any federal, provincial, or state court in the state or province where Manufacturer maintains its principal place of business or where Buyer resides at the time the action is initiated.
- e) **Severability.** If any provision of this arbitration agreement is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced.
- f) **Equitable Relief.** Notwithstanding the arbitration requirements of this Section, the requirement to arbitrate shall not apply to any action for declaratory or equitable relief, including injunctive relief, brought at any time, including prior to or during the pendency of any arbitration proceedings initiated hereunder.
- g) **Governing Law.** This Warranty shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to conflict-of-law principles.



**NEVER DRAIN YOUR POOL, SPA, OR TANNING LEDGE WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE MANUFACTURER. DOING SO SHALL IMMEDIATELY VOID ALL WARRANTIES. THE POOL IS DESIGNED TO REMAIN FULL OF WATER AT ALL TIMES.**

For your protection and to assist in any future warranty claim, it is important that you accurately record and retain the details of your Pool purchase and installation. **Please complete the information below at the time of installation and keep this document, along with all related receipts, water chemistry test records, and service reports, in a safe place.** Proper recordkeeping will provide proof of ownership, confirm compliance with warranty requirements, and ensure timely resolution should a warranty issue ever arise.

Buyer's Name(s): \_\_\_\_\_

Installer: \_\_\_\_\_

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

Date of Installation: \_\_\_\_\_

Pool Model: \_\_\_\_\_

Shell Color: \_\_\_\_\_

Pool Serial Number: \_\_\_\_\_

Spa Serial Number: \_\_\_\_\_

Tanning Ledge Serial Number: \_\_\_\_\_





## Weekly Water Inspection Record Form

Date	pH	Free Chlorine	Calcium Hardness	Total Alkalinity	Cyanuric Acid	TDS	LSI	Salt (If Used)	Metals	Water Temp	Chemicals Added
Week 1											
Week 2											
Week 3											
Week 4											
Week 5											
Week 6											
Week 7											
Week 8											
Week 9											
Week 10											
Week 11											
Week 12											

### NOTES:

- Obtain professional water testing by a pool supply store at least once every six (6) weeks
- Test, record & adjust Total Alkalinity once per week
- Test, record & adjust Free Chlorine & pH 2-3x per week
- Test, record & adjust all other levels monthly

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