



FPA TRANSFERABLE LIMITED LIFETIME  
STRUCTURAL WARRANTY AND  
15-YEAR SURFACE WARRANTY  
*Keep This Information for Your Records*

**VOIDING THE TRANSFERABLE LIMITED WARRANTY.** This warranty is rendered null and void if:

The product is used for anything other than residential use.

Pool water level is lowered or drained without obtaining written approval from Thursday Pools LLC. You must use the Thursday Pools Form 7.2.3-9 Checklist For Pool Draining and have approval before water level is lowered.

Warning: allowing the water level to go below the skimmer puts different loads on the walls of the pool and can cause major structural failures.

**Do not drain the pool!**

**STRUCTURAL.** A pool purchased from River Pools Powered by Thursday Pools Manufacturing is warranted not to leak due to structural failures caused by workmanship and material used in the manufacturing for the Lifetime of the pool.

**SURFACE.** River Pools Powered by Thursday Pools Manufacturing will warrant the surface of the pool from osmotic blistering for a period of FIFTEEN (15) years.

Water chemistry balance is extremely critical to maintain the surface finish of your pool. To protect the surface finish, you must maintain proper balance of water chemistry at all times. Balanced water chemistry means maintaining the following levels:

Chlorine Residual – 1.0 to 3.0 ppm

pH Level - 7.2 to 7.6

Total Alkalinity – 80 to 120 ppm

Calcium Hardness – 200 to 400 ppm

Cyanuric Acid (chlorine stabilizer) 30 to 50 ppm

Metals – 0 ppm

This list is not a conclusive list of chemicals that affect water chemistry.

**ITEMS INCLUDED.** River Pools Powered by Thursday Pools Manufacturing manufactures the pool or spa shell only. They do not manufacture the pumps, hoses, piping, pool covers, heaters or other items that may be used in a pool or spa installation. River Pools Powered by Thursday Pools Manufacturing warrants the pool shell only.

**EXCLUDED ITEMS.** The following items are specifically excluded from this warranty:

Pumps, hoses, piping that is all covered under other manufacturers warranties.

Damage caused by abuse or misuse or lack of reasonable maintenance and care or improper installation.

Damage caused by landscaping or drainage.

Damage caused during transport.

Damage caused from improper installation that includes but is not limited to failure to install 8" sump or failure to comply with recommended backfill guidelines.

Discoloration, staining, fading, hairline cracks, surface roughness, color variation, surface yellowing, whitening, calcium scale, or mineral deposits on the surface of the pool.

Damage to the pool resulting from natural occurrences such as, ground shifting, landslides, and earthquakes.

Repairs made to the pool from anyone other than an authorized representative of River Pools Powered by Thursday Pools Manufacturing.

If a repair is made on the surface by an authorized River Pools Powered by Thursday Pools Manufacturing representative, the color or surface texture may not exactly match the factory finish.

Damage to the surface of the pool caused by not maintaining properly balanced water chemistry as set forth in the Thursday Pool Maintenance Manual

**TRANSFERABILITY.** This warranty applies to the original purchaser of the River Pools Powered by Thursday Pools Manufacturing product. A one-time transfer is allowable to a subsequent owner with the proper documentation, procedures and fee. A request in writing must be sent to River Pools Powered by Thursday Pools Manufacturing in writing at 840 Commerce Parkway, Fortville, IN 46040 or such address as may be posted at [www.riverpoolsandspas.com](http://www.riverpoolsandspas.com) within thirty (30) days of the transfer. Photographic proof of the product must be provided in order to insure that the product has had proper maintenance. A fee of \$75 (subject to change) must include the above documentation. River Pools Powered by Thursday Pools Manufacturing can accept or deny the transfer if they decide the pool has not had proper maintenance.

**OBTAINING WARRANTY SERVICE.** Customer must contact River Pools Powered by Thursday Pools Manufacturing in writing at 840 Commerce Parkway, Fortville, IN 46040 or such address as may be posted at [www.riverpoolsandspas.com](http://www.riverpoolsandspas.com) within thirty (30) days of the claimed defect and within the applicable warranty period to begin process for warranty service authorization. Dated proof of original purchase from River Pools Powered by Thursday Pools Manufacturing or its authorized distributor or dealer will be required. If an inspection is requested a photographic document must be provided to River Pools Powered by Thursday Pools Manufacturing in order to determine the best remedy for a solution. Customer agrees to permit inspection of the product by an approved Thursday Pool LLC inspector or representative of River Pools Powered by Thursday Pools Manufacturing. Product must be paid in full, before any warranty work will begin.

**APPLICABILITY.** This warranty applies when the warranted product (a) is installed in accordance with the manufacturer's specifications, (b) is properly and reasonably maintained, and (c) has not been subjected to damage, misuse, or abuse, and (d) is for residential use only.

**WARRANTY EXCLUSIVE.** IF THE PRODUCT DOES NOT OPERATE AS WARRANTED ABOVE, CUSTOMER'S SOLE REMEDY FOR BREACH OF THE WARRANTY SHALL BE REPLACEMENT OR REPAIR OF THE PRODUCT OR REFUND OF A PORTION OF THE PURCHASE PRICE PAID, AT RIVER POOLS POWERED BY THURSDAY POOLS MANUFACTURING OPTION. TO THE FULL EXTENT ALLOWED BY LAW, THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES, TERMS OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY AND NONINFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. RIVER POOLS POWERED BY THURSDAY POOLS MANUFACTURING NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE OR USE OF ITS PRODUCTS.

**BUYER'S RESPONSIBILITY.** It is the buyer's responsibility to use reasonable care in the use of this pool. They should be familiar with all the safety precautions that are required in dealing with any pool. These include, but are not limited to chemical, mechanical, drowning and diving issues. Buyer is responsible for emptying and refilling of all water. Pool must be provided during normal working hours and be empty of water.

**RIVER POOLS POWERED BY THURSDAY POOLS MANUFACTURING RESPONSIBILITY.** River Pools Powered by Thursday Pools Manufacturing is responsible to repair or replace the defective product within a reasonable amount of time. River Pools Powered by Thursday Pools Manufacturing has the option to decide what remedy may be performed. If River Pools Powered by Thursday Pools Manufacturing decides to replace a product and does not have the exact product available they must replace the product with something similar or larger at no additional cost to the Buyer. River Pools Powered by Thursday Pools Manufacturing will only be responsible to provide the replacement product. Any additional cost of removing, replacing or damage to landscape or decks is not the responsibility of River Pools Powered by Thursday Pools Manufacturing.

**SPECIFIC LEGAL RIGHTS.** This Transferable Limited Lifetime Structural Warranty and 15-Year Surface Warranty gives you specific legal rights, and you may also have rights which vary from state to state. Some states do not allow limitations on how long an implied warranty lasts, so the above warranty may not apply to you. Some states do not allow the exclusion of incidental or consequential damages, so the above limitation or exclusion may not apply to you. When the implied warranties are not allowed to be excluded in their entirety, they will be limited to the duration of this Transferable Limited Warranty.

**GOVERNING LAW.** This Transferable Limited Lifetime Structural Warranty and 15-Year Surface Warranty shall be governed by the laws of the State of Indiana, U.S.A., excluding all conflict of laws.

**IN THE EVENT OF A STRUCTURAL OR FINISH FAILURE.** River Pools Powered by Thursday Pools Manufacturing, at its sole discretion, will make the determination of the cause of an alleged structural fault. Such determination shall include who caused the structural fault, be it River Pools Powered by Thursday Pools Manufacturing resulting from faulty workmanship or materials used in the manufacture of the pool shell, a Contractor, or from some other cause.

In the event that a leak occurs in the pool shell as a result of faulty workmanship or materials used in the manufacture of the pool shell, River Pools Powered by Thursday Pools Manufacturing at its sole discretion shall make the determination as to repairing or replacing the pool and will not be liable or responsible for any loss or damage to property, including but not limited to any fencing, landscaping, patios, sidewalks, or any other improvements connected to, or not connected to the pool shell, except for any gross negligence on the behalf of River Pools Powered by Thursday Pools Manufacturing.

In the event that River Pools Powered by Thursday Pools is at fault of the defect, it agrees to cover all reasonable cost to drain the pool and replace the water and initial does of chemical treatment in the pool. If a replacement pool is needed, River Pools Powered by Thursday Pools Manufacturing will cover the cost of transporting the pool to the installation site but is not responsible for the cost of removal or replacement of pool or any other items.

It is the duty of the purchaser to provide access to the pool repair site during normal business hours.

Following repair or replacement, the pool shell will then be warranted for the unexpired portion of the warranty. Under no conditions will River Pools Powered by Thursday Pools Manufacturing compensate the Purchaser for loss of tie, or all, of the purchase price of the pool shell for any reason. Warranty is limited to cost of repair and River Pools Powered by Thursday Pools Manufacturing shall have no other obligations.