



LIFETIME Limited Warranty

This limited warranty applies to all brands of fiberglass pools manufactured by OKEANOS Fiberglass Pool.

Please also refer to the user guide for definitions of all terms not contained in this warranty. OKEANOS Fiberglass pool (the "Manufacturer") hereby warrants its fiberglass pools (the "Pool") as follows:

1. This LIFETIME limited warranty (the "Warranty") covers the pool as further set forth in Section 2 below, subject to the requirements and exclusions detailed herein. The warranty is only available to the original retail purchaser of the pool ("you" or "purchaser") and is for residential use only. This warranty does not apply to non-residential use, including commercial use. This warranty does not apply to pools sold by the manufacturer as a "damaged product" or to pools sold "as is" as indicated on the original invoice issued by the manufacturer. This warranty gives you specific rights and you may have other rights that vary from province to province.

2. **STRUCTURAL COVERAGE:** The manufacturer's warranty covers any leakage due to structural failure, as defined below, caused by a defect in workmanship or materials used in the manufacture of the pool shell, **for the lifetime of the pool** as long as the original retail purchaser remains the owner of the pool. For the purposes of this warranty, a "structural failure" means a water leak caused by a fracture, hole, crack, or other similar separation in the pool that occurs due to a defect in the workmanship or materials of the manufacturer and that does not arise from or does not occur due to occurrences, the circumstances, situations, causes or contributing factors identified in the "LIMITATIONS AND EXCLUSIONS" section below. The manufacturer only guarantees that the pool is able to contain water.

3. **SURFACE COVER:** The finish of the pool surface (The Gelcoat called "surface finish") is warranted against the formation of blisters by osmosis due to a manufacturing or material defect as long as the original retail purchaser remains the owner of the pool for a **period of 10 years**

4. The wall penetrations (water returns, skimmer, light, bottom drain, safety drain), which are installed by the manufacturer at the factory, are guaranteed by the manufacturers of these accessories for a period of 2 years

5. The buyer may benefit from this warranty if, and only if, all of the following conditions are met:

a) The original installation was carried out by

I. the manufacturer or a duly authorized retailer of the manufacturer; or

II. a certified contractor or purchaser, provided that the contractor or purchaser has fully complied with the standards set out in the manufacturer's Fiberglass Pool Use and Maintenance Guide (the "User's Guide") and the installation procedures adopted and approved by the manufacturer. This conformity will be determined solely and exclusively by the manufacturer.

b) The manufacturer has received full payment for the said pool.

c) The buyer cooperates with the manufacturer and gives him access to the pool during normal working hours.

d) The pool remains full of water at all times. THE POOL IS DESIGNED TO STAY FULL OF WATER AT ALL TIMES.

e) The pool is used and maintained in accordance with the instructions provided in the user guide.

f) No product containing copper sulfate or iron sulfate must be used in the pool under penalty of cancellation of the warranty

g) The purchaser must maintain adequate water chemistry in accordance with the guidelines set out in the user guide. Your pool specialist should test your pool water weekly and any necessary adjustments should be made according to the guidelines recommended in the use and maintenance guide. Please retain hard copies of the results of the water tests and recommended adjustments for the processing of a potential claim under this warranty. You will need to provide documentation regarding water tests and recommended adjustments at the manufacturer's request. If you are using a salt chlorinator, please read carefully and follow the instructions provided by the manufacturer of your salt chlorination system.

General settings:

Chlorine: 0.6-2 ppm

PH: 6.8-7.2

Total alkalinity: 80-120

Calcium hardness: 220-300 ppm

OKEANOS Fiberglass Pool will not be liable for any damage and/or injury caused by failure to maintain proper water chemistry.

6. INSTRUCTIONS FOR SUBMITTING A CLAIM:

a) If you have a problem with your pool and that problem is covered by this warranty, as set out in Section 2 above, subject to the requirements and exclusions detailed in this warranty, you must notify the manufacturer in writing as soon as possible after discovering the condition potentially covered by the warranty. Failure to provide written notice containing the foregoing information shall constitute a waiver of any obligation of the manufacturer to enforce this warranty.

b) The customer must check the pool upon arrival before unloading it. The delivery person will make him sign a waiver and an acceptance of conformity to the pool. Any repair claims related to damage not listed on this document will not be taken under warranty by the manufacturer. Failure to provide written notice containing the foregoing information shall constitute a waiver of any obligation of the manufacturer to enforce this warranty.

7. INSTALLATION: OKEANOS pools are sold and installed by independent retailers. Therefore, the manufacturer does not guarantee the installation of OKEANOS pools and makes no representations in this regard. OKEANOS Fiberglass Pools disclaims all legal and fair liability for any act or omission of any retailer. This disclaimer includes but is not limited to, any damage to the pool caused by improper storage, loading, transportation, or installation, or any other act or omission of a such retailer. In the event that you submit a claim that the manufacturer, in its sole discretion, determines to arise from improper installation or maintenance of the pool, we reserve the right to reject a such claim in its entirety upon notifying you.

8. LIMITATIONS AND EXCLUSIONS: The manufacturer does not warrant the pool against the following and this warranty does not cover the following:

(a) A failure resulting from improper installation, which is defined as failure to comply with any of the following:

I. applicable provincial and municipal building codes.

II. the user guide.

III. the installation procedures adopted and approved by the manufacturer.

- b) Damage to or failure resulting from the installation of any other equipment or elements related to the pool such as fittings, skimmers, piping, lighting, wiring, ramps, ladders, slides, or any other accessories.
- c) Damage to or failure resulting from the installation or use of a structure related to the pool, such as a sidewalk, concrete, paving stone, waterfalls, fountains, spas, etc.
- d) Damage to fence, lawn, shrubs, driveways, trees, deck, or any other improvement caused during a repair or replacement under this warranty.
- e) Damage or failure resulting from improper or unauthorized drainage of the pool or rising water table above the pool water level.
- (f) The loss or cost of replacing water or chemicals or any other similar loss that may result from a failure of the structure.
- (g) Repairs performed by a party other than an authorized representative of the manufacturer, or a contractor authorized by the manufacturer.
- h) Costs associated with removing the pool or installing a replacement pool.
- i) Loss of color, stains, discoloration, cracking, or any other change in the appearance or texture of the surface finish.
- j) Discoloration or deterioration caused by abnormal use of the pool or failure to maintain adequate water chemistry or to follow the instructions in the user manual or any other negligence.
- k) Any damage caused by or contributed to by accident, negligence, abuse, misuse, natural disaster, or force majeure (including, but not limited to, flood, fire, soil compaction, freeze/thaw, or ground movement).
- l) Any damage caused by the fact that the buyer has not carried out the necessary and reasonable maintenance of the pool.
- m) Any damage caused by runoff or failure to drain rainwater away from the pool and sidewalk.
- n) For the purposes of this warranty, the top edge of the pool (the IPL) is not considered part of the finish of the pool surface. The manufacturer recommends and expects the pool edge to be covered by a sidewalk, stone, paving stone, or other suitable cantilevered curb material. Color variations, cracks, mold marks, chips, or other inherent imperfections on the rim are not grounds for a valid claim under this warranty.
- o) When the manufacturer performs a cosmetic repair or surface repair, variations in hue or color may be visible and these will be deemed acceptable under this warranty.
- p) In the event of a claim under this warranty, the buyer accepts that the situation is not urgent. The manufacturer will not compensate for the loss of use, inconvenience, or cost to refill the pool or restore water chemistry as part of any repair hereunder.
- q) metal damage (never cut materials near the pool)

9. ACKNOWLEDGEMENT OF RECEIPT OF DOCUMENTS: Buyer represents and acknowledges that it has read and understood all materials published or distributed by the manufacturer relating to its pool, including, but not limited to, the User Guide, and agrees to abide by the recommendations and requirements included in such documents.

10. EXECUTION: In the event of a structural failure as described above, the manufacturer (or its authorized representative) will repair or replace the pool shell to restore its structural integrity, which is defined as the pool's ability to contain water. The choice to repair or replace the shell is at the sole discretion of the manufacturer. The manufacturer will not be responsible for any costs associated with the removal and disposal of the original pool or the installation of the replacement pool, including,

but not limited to, transportation and accommodation costs related to the delivery of the replacement pool. Repairs may result in changes to the length, width, depth, color, or texture of the pool. In the case of a repair, the buyer is responsible for draining and reinforcing the pool structure and removing any hydrostatic pressure (groundwater) around the pool.

11. CANCELLATION OF THIS WARRANTY: This warranty will be fully voided if any of the following occurs:

a) Do not maintain the water level above the exit of the pool skimmer. THE POOL IS DESIGNED TO REMAIN FULL OF WATER AT ALL TIMES.

b) Allow pool water to overflow or drainage water to pass over the sidewalk and discharge into the pool.

c) Allow groundwater to accumulate under and/or around the pool. To avoid the build-up of hydrostatic pressure under and around the pool shell caused by groundwater, it is essential that you keep runoff water away from pool areas. The manufacturer will not be held responsible for any damage, problem, or circumstance resulting from inadequate drainage and/or hydrostatic pressure. A submersible pump with float (SUMP-PUMP) must be installed by the customer in the bilge well.

d) No product containing copper sulfate or iron sulfate must be used in the pool under penalty of cancellation of the warranty

(e) A dewatering well with a permanent pump is mandatory. A pool without this equipment will not be warranted.

f) If the existing pool needs to be reinstalled due to hull movement

12. LIMITATION ON DAMAGES: THE MANUFACTURER WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF THE POOL.

Some provinces do not allow the exclusion or limitation of incidental or consequential damages and the above limitations or exclusions may not apply to you.

13. EXCLUDED WARRANTIES: THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WRITTEN, ORAL, OR IMPLIED WARRANTIES AND MAY NOT BE MODIFIED IN ANY WAY WITHOUT THE EXPRESS WRITTEN CONSENT OF THE MANUFACTURER. IN EXCHANGE FOR THIS LIMITED WARRANTY ISSUED TO THE BUYER, THE BUYER ACKNOWLEDGES THAT THE MANUFACTURER DOES NOT OFFER AND EXPRESSLY DISCLAIMS ALL EXPRESS AND/OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER WARRANTIES RELATING IN ANY WAY TO WORK, TO LABOUR OR MATERIALS PROVIDED UNDER THIS AGREEMENT. BY SIGNING THIS AGREEMENT, BUYER ACKNOWLEDGES THAT THERE IS NO WARRANTY BEYOND THE DESCRIPTION CONTAINED HEREIN. IF THE MANUFACTURER IS FOUND TO OFFER A WARRANTY BY OPERATION OF LAW OR OTHER THAN AS SET FORTH HEREIN, THE DURATION OF THIS WARRANTY IS LIMITED TO ONE YEAR FROM THE DATE OF THE ORIGINAL SALE, AND REMEDIES UNDER IT ARE LIMITED TO THE MANUFACTURER, REPAIR OR REPLACEMENT, AT THE CHOICE OF THE MANUFACTURER. SOME PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.