

# Aquarino Xclusive Protection Warranty

At Aquarino, we pride ourselves in having the highest manufacturing standards, experienced pool installation teams, outstanding colour variety, industry-leading customer service, best in class fiberglass pools and our Aquarino Xclusive Protection Warranty.

## 1. Warranty Terms

This document contains the terms and conditions of Aquarino's Xclusive Protection Warranty covering your Fiberglass Pool's structure and gel coat. Read it carefully, as there are important warranty conditions, limitations, and exclusions from coverage.

Your contractor is not an employee or representative of Aquarino. Aquarino is not bound by any guarantees, warranties or representations, or any change to this Limited Warranty made by your contractor, installer or any other person who is not an authorized corporate officer of Aquarino.

The manufacturer's warranty on the Fiberglass Pool's equipment (filter, pump, heat pump, etc.) is offered by the respective manufacturers (example Hayward®, Pentair® etc.) and Aquarino does not provide any warranty coverage on such equipment.

## 2. WARRANTY CONDITIONS

This limited warranty is applicable to Fiberglass Pools installed within Canada and the continental United States on or after April 1, 2021. Aquarino reserves the right to change the terms of this limited warranty at any time. The limited warranty terms in effect at the time of installation of your Fiberglass Pool will be the limited warranty that is applicable to you. The most current version of this Limited Warranty is available online at [www.Aquarino.ca](http://www.Aquarino.ca). If you have questions about coverage, contact Aquarino directly for assistance.

### Warranty Registration

This Limited Warranty is only valid if you register your purchase online at [Aquarino.ca](http://Aquarino.ca). within thirty (30) days of installation of your Fiberglass Pool. A proof of purchase and an image of the project are required for registration. This Limited Warranty is not applicable as long as the owner has any outstanding amounts due to Aquarino.

### Warranty Transfer

The original owner may transfer this Limited Warranty to the individual purchasing the property on which the Fiberglass Pool was installed (the 'Transferee'), in accordance with the terms set out in this section. In the absence of a permissible and valid transfer of the Limited Warranty as set out herein, the Limited Warranty ends on the sale or other transfer of title to the Fiberglass Pool.

This Warranty may be transferred one time to the purchaser of the land where the Fiberglass

Pool has been installed. To validly transfer the Limited Warranty from the Owner to a Transferee during the Product Lifetime, the Transferee must register their transfer of ownership by filling out the online form on the warranty page at Aquarino.ca, within 30 days of the completion of the real estate transfer, and the transfer request must be accompanied by i) a copy of the original sale contract for the Fiberglass Pool, and ii) a copy of the transfer documents for the property where the Fiberglass Pool was installed.

### 3. WARRANTY COVERAGE

This Limited Warranty is divided into two parts: a warranty covering manufacturing defects for all the elements and materials that form the fiberglass framework of the pool to ensure the shape, strength or structural integrity of the shell of the Fiberglass Pool (the “**Structural Warranty**”), and a warranty covering manufacturing defects in the coating of the Fiberglass Pool (the “**Aquaradiance Warranty**”).

#### A) Structural Warranty

##### Structural Warranty – Coverage

During the Structural Lifetime, if the owner discovers a defect in the manufacture of the Fiberglass Pool Structure causing failure of the structure to hold and retain water, due to faulty workmanship or materials used in the manufacture of the pool shell, Aquarino will supply all labour and materials required to either repair, or at Aquarino’s option, replace and dispose of the defective Fiberglass Pool.

All structural repairs shall be performed by Aquarino, or personnel authorized by Aquarino, using the same color materials as used on the original pool shell if available. If such colour materials are not available, Aquarino will use the closest match available at that time.

Aquarino does not warrant the pool shell for damage resulting from misuse, negligence, misconduct, accident, or acts of God including, but not limited to, floods, landslides, or earthquakes; or damage to the pool shell resulting from improper site drainage. Surface water should be diverted away from the pool.

This Structural Warranty coverage is prorated based on the remaining Structural Lifetime at the time the owner submits a warranty claim. During the first five (5) years of the Structural Lifetime, Aquarino offers the Aquarino Xclusive Protection Warranty, and covers one hundred percent (100%) of the cost of the repair or replacement. Commencing on the fifth anniversary of the Fiberglass Pool’s installation, Aquarino reduces its warranty coverage for the remaining Structural Lifetime. The table below illustrates the warranty coverage:

YEA R	% COVERED BY AQUARINO	% COVERED BY CUSTOMER
1	100	0
2	100	0
3	100	0

4	100	0
5	100	0
6	75	25
7	70	30
8	65	35
9	60	40
10	55	45
11	50	50
12	50	50
13	50	50
14	50	50
15	50	50
16	40	60
17	40	60
18	40	60
19	40	60
20	25	75
21	20	80
22	15	85
23	10	90
24	5	95
25+	0	100

#### Structural Warranty - Conditions

The owner must comply with the obligations described below to benefit from the application of the Structural Warranty:

- Fill the pool up to three quarters with the skimmer, within 8 hours of its installation and maintain the water level in the pool at least 2 feet above the water level in the dry well , to avoid the effect of hydrostatic pressure, particularly during winter closure and for any intervention that requires lowering the water level in the swimming pool. If there is heavy rainfall after closing the pool, recheck the dry well and empty it with a pump, if necessary. Never lower the water level of the swimming pool after closing it without first checking the dry well.
- Observe the pool hibernation guidelines given by the vendor during installation.
- Ensure that the proper electricity work to supply the pool accessories is carried out by a certified electrician and be able to provide proof thereof.
- Do not add equipment or components to the pool not sold with the pool without having obtained written authorization from Aquarino.
- Do not allow the spillage of any chemical that could attack the structure of the swimming pool or cause its perforation.

B) Aquaradiance Gel Coat

Aquarino warrants to the owner that the finish coat or gel coat will be free of osmotic blistering for a total of five (5) years from the date of installation of the Fiberglass Pool.

Aquaradiance Warranty Exclusions

Aquarino makes no warranty regarding the finish of the pool against discoloration, staining, fading, hairline cracks, surface roughness, or surface yellowing; or the finish of the pool against calcium scale, whitening, or mineral deposits on the surface of the pool. Furthermore, the damage, degradation, breakage and alterations listed below are not caused by manufacturing defects and are not warranty by, nor are the responsibility of Aquarino:

- Any damage caused by rust caused by fragments of metal or other material carried in one way or another in the pool.
- Rust, stains or any other change in appearance of the coating due to the use of non-recommended chemical or overuse of a product otherwise suitable for the treatment of swimming pool water or by accidental or non-accidental spillage. of any incompatible substance or product.
- Dents, holes, streaks or scratches caused by any object or material or the use thereof.

Aquaradiance Warranty Conditions:

The owner must comply with the obligations described below in order to benefit from the application of the coating warranty (gel coat):

- Make sure that no fragments of any metal are in the pool, any such fragments will corrode on contact with water and damage the coating of the fiberglass. The owner will therefore be well advised not to cut or saw any fence, paving or concrete near the pool or to leave any rusty object around the pool.
- Take care not to leave clumps of tree leaves in the pool water for long periods of time or other residue that may discolor in the water or stick to the pool siding.
- Perform regular maintenance, in particular by vacuuming and frequently removing from the pool any materials, waste, residues, plants that may be found there.
- Before closing the pool, balance the water to avoid stains and scaling.
- Maintain the chlorination, hardness, pH and alkalinity of the water within the following parameters:

Chlorination	1 ppm +/- 0.5 ppm
Hardness	190 ppm +/- 30 ppm
PH	7.5 +/- 3
Chlorine stabilizer	55 ppm +/- 15 ppm

Alkalinity	90 ppm +/- 10 ppm

FOR THIS PURPOSE, THE OWNER IS REQUIRED TO TEST THE SWIMMING POOL WATER AT LEAST ONCE A MONTH BY A RECOGNIZED POOL MAINTENANCE COMPANY AND SHALL KEEP THE RESULTS OF THESE TESTS FOR REVIEW DURING THE DURATION OF THIS AQUARADIANCE WARRANTY.

C) GUARANTEE OF THE TIGHTNESS OF THE JOINTS MADE IN THE FACTORY BETWEEN THE POOL SHELL AND CERTAIN COMPONENTS

Aquarino's warranty regarding the joints of the components for the water returns, the skimmer or the wall drain comes into force on the date of installation of the pool and expires at the end of the fifth (5th) year following that date.

INSTALLATION

The installation warranty terms are set out in your installation warranty contract. Consult your installation service agreement for installation warranty coverage.

**4. VOIDING OF LIMITED WARRANTY**

Any claim under this Limited Warranty shall immediately become null and void in any of these events:

- where the owner deliberately, or negligently misrepresents or withholds any material fact from Aquarino;
- if the damage is caused by the owner or any third-party contractor during the laying or installation of any concrete sidewalk, paving stone or any other work carried out around the swimming pool following or during its installation;
- any breakage, alteration or perforation caused by a reaction with any incompatible chemical product;
- Any repair to the pool when required, must be completed by Aquarino or a repair company approved by Aquarino. Any repair completed without adhering to the above will nullify application of the warranty.

**5. GENERAL LIMITATIONS**

This warranty does not cover, and Aquarino shall not be responsible for any of the following:

- Any damage caused by acts of God or other causes beyond Aquarino's control, including, without limitation, hail, hurricane, tornado, earthquake, explosion, flood, fungus contamination, solid objects falling on the property, or any other causes.
- Any costs incurred for any work, repairs (whether temporary or permanent), or

replacements, or where materials used in repairs or replacements were produced by someone other than Aquarino, unless previously authorized in advance in writing by Aquarino.

- Any damage that arises from any cause other than a manufacturing defect that significantly affects the performance of the Fiberglass Pools;

#### Right of Substitution

If the Fiberglass Pool purchased by Customer is no longer available at the time of the Owner's warranty claim, Aquarino reserves the right to substitute another Fiberglass Pool of similar character and quality.

#### No Refunds

Aquarino is under no duty to refund any, or all, of the purchase price of the Fiberglass Pool for any reason.

#### No Indirect or Special Damages

IN NO EVENT SHALL AQUARINO OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, ASSOCIATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES. This means, without limiting the foregoing, that this Limited Warranty does not cover claims for: for loss of time, inconvenience, or use of the Fiberglass Pool for any reason; damages to homes or other structures, interiors, exteriors, furniture, contents, appliances, loss of income, loss of enjoyment, storage fees, economic loss, or any other loss or damage.

## 6. CLAIM PROCEDURE

To receive coverage under the Limited Warranty, the following steps must be followed. This allows Aquarino the opportunity to review the claim and determine if the reported condition is covered by the Limited Warranty terms. To file a claim, the owner must:

- Register for their warranty (if not already done);
- Fill in a warranty claim form on the warranty page at [Aquarino.ca](http://Aquarino.ca) within 30 days of becoming aware of the alleged concern including: i) a valid contract of purchase and installation for your Fiberglass Pools; and ii) the required clear colour photos as detailed in the survey information.
- Provide Aquarino and its representative(s) with access to the Fiberglass Pool in question, the property, upon which the Fiberglass Pool was installed for the purpose of investigating the claim and/or carrying out replacement or repair of the Fiberglass Pool.
- Aquarino will evaluate and respond according to any obligations under the Limited Warranty within approximately 60 days of receiving all necessary information needed to assess reported claim. Upon determining the amount of warranty coverage, Aquarino will notify the owner of the amount of warranty coverage.

## 7. GENERAL

### A) ENTIRE AGREEMENT

This Limited Warranty replaces all other oral or written warranties, liabilities or obligations of Aquarino. There are no other warranties that extend beyond the Limited Warranty described in this document. Aquarino will not be liable for any oral statement or other written statement about any Aquarino Fiberglass Pool, whether such statements are made by a Aquarino agent or employee, or any other person.

D) DISCLAIMER OF OTHER WARRANTIES

EXCEPT WHERE PROHIBITED BY LAW, THE OBLIGATION CONTAINED IN THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER OBLIGATIONS, WARRANTIES, CAUSES OF ACTION AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.; AND, EXCEPT FOR THE OBLIGATIONS EXPRESSLY CONTAINED IN THIS LIMITED WARRANTY, (AND EXCEPT TOWARDS RESIDENTS OF QUÉBEC FOR DAMAGES RESULTING FROM AQUARINO'S, ITS AFFILIATED OR RELATED COMPANIES, OR THEIR AGENTS, OFFICERS, DIRECTORS AND EMPLOYEES OWN ACT), LIABILITY IS EXCLUDED RELATING TO, IN CONNECTION WITH, OR ARISING FROM, ANY RIGHT, CLAIM, REMEDY AND CAUSE OF ACTION AGAINST AQUARINO OR ANY OF ITS AFFILIATED OR RELATED COMPANIES, OR THEIR AGENTS, OFFICERS, DIRECTORS AND EMPLOYEES, INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY, STATUTE, TORT, NEGLIGENCE, WAIVER OF TORTWILFUL MISCONDUCT AND INDIRECT, ASSOCIATEDPUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

B) SEVERABILITY

Any provision hereof that is held to be illegal, invalid or unenforceable in any jurisdiction shall be illegal, invalid or unenforceable in that jurisdiction without affecting any other provision hereof in that jurisdiction or the legality, validity or enforceability of that provision in any other jurisdiction, and, to this end, the provisions hereof are declared to be severable.

E) COLLECTION, USE AND DISCLOSURE OF INFORMATION

Aquarino will collect, process, use and store your Personal Information during your warranty claim in accordance with Aquarino's Privacy Policy, a copy of which is available on Aquarino.ca.

F) DISPUTE RESOLUTION

EVERY CLAIM, CONTROVERSY OR DISPUTE OF ANY KIND WHATSOEVER (EACH AN "ACTION") BETWEEN YOU AND AQUARINO (INCLUDING ANY OF AQUARINO'S EMPLOYEES AND AGENTS) RELATING TO OR ARISING OUT OF THE FIBERGLASS POOL OR THIS LIMITED WARRANTY SHALL BE RESOLVED BY COURTS OF QUEBEC, SITTING IN THE DISTRICTOF TERREBONNE, REGARDLESS OF WHETHER THE ACTION SOUNDS IN WARRANTY, CONTRACT, STATUTE OR ANY OTHER LEGAL OR EQUITABLE THEORY. PRIOR TO COMMENCING LEGAL PROCEEDINGS, THE PARTIES MUST PARTICIPATE IN A MEDIATION IN THE JUDICIAL DISTRICTOF TERREBONNE, PRESIDED OVER BY A MEDIATOR RECOGNIZED BY THE INSTITUT DE MÉDIATION ET D'ARBITRAGE DU QUÉBEC (IMAQ).

NO ACTION FOR BREACH OF THIS LIMITED WARRANTY, OR ANY OTHER ACTION AGAINST AQUARINO RELATING TO OR ARISING OUT OF THE PURCHASE OF THE FIBERGLASS POOL SHALL BE BROUGHT LATER THAN ONE YEAR AFTER ANY CAUSE OF ACTION HAS ARISEN OR ACCRUED. IN JURISDICTIONS WHERE STATUTORY CLAIMS OR IMPLIED WARRANTIES AND CONDITIONS CANNOT BE EXCLUDED, ALL SUCH STATUTORY CLAIMS, IMPLIED WARRANTIES AND CONDITIONS, AND ALL RIGHTS TO BRING ACTIONS FOR BREACH THEREOF EXPIRE AFTER ONE YEAR, OR SUCH LONGER PERIOD OF TIME IF MANDATED BY APPLICABLE LAWS, AFTER THE PURCHASE OF THE FIBERGLASS POOL.

G) RECEIPT OF LITERATURE

You warrant and represents that you have read and understood all of the literature published and/or distributed by Aquarino with regard to the Fiberglass Pool, including but not limited to the Owner's Manual, and agree to adhere to the recommendations and requirements included in such literature.

Owner Name:

Address:

Date:

Pool Serial #

Signature:



