

## Imagine Pools Limited Warranty

Imagine Pools Manufacturing North America Inc. or its applicable affiliate (hereafter referred to as “**Imagine Pools**”) provides the following standard limited warranties (each as defined below and, collectively, the “**Limited Warranty**”) to the original retail purchaser or Authorized Transferee (as defined in Section F(5) below) (as applicable, the “**Retail Purchaser**”) of its products listed below (each a “**Product**” and, collectively, the “**Products**”) on the following terms:

### A. POOL LIMITED WARRANTIES

1. POOL STRUCTURAL LIMITED WARRANTIES. Subject to the exclusions and conditions listed herein, Imagine Pools warrants the structural soundness of its Full Vinyl Ester Resin Pool shell (the “**Pool**”) against water loss caused by (a) defects in manufacturing workmanship and materials or (b) osmosis for the lifetime of the Retail Purchaser of the Pool (but in no event less than 35 years) so long as the Pool is owned by the Retail Purchaser (the “**Pool Structural Limited Warranty**”).

2. POOL SURFACE LIMITED WARRANTY. Subject to the exclusions and conditions listed herein, Imagine Pools warrants the surface of the Pool against excessive pigmentation change caused by defects in manufacturing workmanship and materials for a period beginning on the date the Retail Purchaser purchases the Pool (the “**Purchase Date**”) and ending on the date that is ten (10) years from the Purchase Date so long as the Retail Purchaser owns the Pool (the “**Pool Surface Limited Warranty**”). This Pool Surface Limited Warranty is accepted by the Retail Purchaser with the understanding that, with exposure to the elements and time, some color and surface degradation may occur. While necessary chemicals for the Pool may be obtained from any company, Imagine Pools recommends that only chemicals purchased from Imagine Pools or its affiliates in accordance with the pool chemistry guidelines be used. The use of improper or incorrect chemicals voids the Pool Surface Limited Warranty.

### B. SPA LIMITED WARRANTIES

1. SPA STRUCTURAL LIMITED WARRANTY. Subject to the exclusions and conditions listed herein, Imagine Pools warrants the structural soundness of its Full Vinyl Ester Resin Spa shell (the “**Spa**”) against water loss caused by defects in manufacturing workmanship and materials for a period beginning on the date the Spa is delivered to the Retail Purchaser (the “**Spa Delivery Date**”) and ending on the date that is five (5) years from the Spa Delivery Date so long as the Retail Purchaser owns the Spa (the “**Spa Structural Limited Warranty**”).

2. SPA SURFACE LIMITED WARRANTY. Subject to the exclusions and conditions listed herein, Imagine Pools warrants the surface of the Spa against excessive pigmentation change caused by defects in manufacturing workmanship and materials for a period beginning on the Spa Delivery Date and ending on the date that is five (5) years from the Spa Delivery Date so long as the Retail Purchaser owns the Spa (the “**Spa Surface Limited Warranty**”). This Spa Surface Limited Warranty is accepted by the Retail Purchaser with the understanding that, with exposure to the elements and time, some color and surface degradation may occur. While necessary chemicals for the Spa may be obtained from any company, Imagine Pools recommends that only chemicals purchased from Imagine Pools or its affiliates in accordance with the chemistry guidelines be used. The use of improper or incorrect chemicals voids the Spa Surface Limited Warranty.

C. TANNING LEDGE LIMITED WARRANTIES

1. TANNING LEDGE STRUCTURAL LIMITED WARRANTY. Subject to the exclusions and conditions listed herein, Imagine Pools warrants the structural soundness of its Full Vinyl Ester Resin Tanning Ledge shell (the **"Tanning Ledge"**) against water loss caused by defects in manufacturing workmanship and materials for the lifetime of the Retail Purchaser of the Tanning Ledge (but in no event less than 35 years) so long as the Retail Purchaser owns the Tanning Ledge (the **"Tanning Ledge Structural Limited Warranty"**).

2. TANNING LEDGE SURFACE LIMITED WARRANTY. Subject to the exclusions and conditions listed herein, Imagine Pools warrants the surface of the Tanning Ledge against excessive pigmentation change caused by defects in manufacturing workmanship and materials for a period beginning on the Tanning Ledge Delivery Date and ending on the date that is five (5) years from the Tanning Ledge Delivery Date so long as the Retail Purchaser owns the Tanning Ledge (the **"Tanning Ledge Surface Limited Warranty"**). This Tanning Ledge Surface Limited Warranty is accepted by the Retail Purchaser with the understanding that, with exposure to the elements and time, some color and surface degradation may occur. While necessary chemicals for the Tanning Ledge may be obtained from any company, Imagine Pools recommends that only chemicals purchased from Imagine Pools or its affiliates in accordance with the spa/pool chemistry guidelines be used. The use of improper or incorrect chemicals voids the Tanning Ledge Surface Limited Warranty.

D. WATER FEATURE LIMITED WARRANTY. Subject to the exclusions and conditions listed herein, Imagine Pools warrants its water feature enclosures (each, a **"Water Feature"**) against defects in manufacturing workmanship and materials for a period beginning on the date the Water Feature is delivered to the Retail Purchaser (the **"Water Feature Delivery Date"**) and ending on the date that is twelve (12) months from the Water Feature Delivery Date so long as the Retail Purchaser owns the Water Feature (the **"Water Feature Structural Limited Warranty"**).

E. EXCLUSIONS TO LIMITED WARRANTY. The Limited Warranty shall not apply in connection with any of the following:

1. failure to complete any of the Retail Purchaser Limited Warranty Actions listed in Section F(1);
2. damages or alterations caused or contributed to by acts of nature including but not limited to earthquake, ground movement, storm or flood, inadequate site drainage, excessive hydrostatic pressure, ground water, run-off water, underground springs, underground obstructions, tree roots or heavy water flow into the Product;
3. installation, repairs, alterations or other work by someone other than an Imagine Pools dealer or other person experienced and trained in installing and repairing Imagine Pools products, except to the extent any claimed defects or damages are unrelated to such work (for the avoidance of doubt, this exclusion shall not exclude coverage under the Limited Warranty in all cases, but Imagine Pools shall have no responsibility or liability in connection with defects or damages arising out of or related to installation, repairs, alterations or other work by someone other than an Imagine Pools dealer or other person experienced and trained in installing and repairing Imagine Pools products);
4. failure to install the Product level and/or in accordance with Imagine Pools' installation guidelines and engineering specifications issued by Imagine Pools and/or its affiliates and all applicable codes, laws, rules and regulations;
5. normal wear and tear, mistreatment, abnormal use of the Product, neglect, or alteration;

6. damages caused or contributed to by accident, abuse (whether chemical, accidental or deliberate), misuse or exposure to fire or hazards of nature;
7. failure to comply with any written guidelines, specifications or instructions contained in the Imagine Pools Product Handbook provided to the Retail Purchaser, including without limitation with respect to maintenance and the use of proper chemicals;
8. if the Product (other than a Water Feature) is emptied to a level less than the skimmer box or by more than thirty percent (30%) of the water capacity of the Product (whichever is the lesser) without the prior written consent of Imagine Pools;
9. if the Product (other than a Water Feature), is allowed to overflow with water;
10. for Spas, if the water in the Spa is heated for more than 24 hours above 38° Celsius (100° Fahrenheit);
11. failure to maintain a monthly written record of the water levels, including the levels of chlorine, free chlorine, pH, total alkalinity and calcium hardness (with calcium hardness to be tested by a pool shop at least every 6 months);
12. failure to maintain the pH level of the water between 7.2 and 7.4, the total alkalinity level between 80 and 120 parts per million, the calcium level between 80 and 120 parts per million, and/or the free chlorine level between 1 and 3 parts per million;
13. damages caused or contributed to by the water chemistry outside of any standard operating water conditions set forth in the Imagine Pools Product Handbook provided to the Retail Purchaser;
14. damages or alterations caused or contributed to by the use of improper or incorrect chemicals;
15. for claims under a Product's surface warranty, damages or alterations caused or contributed to by chlorine tablets resting on the surface of the Product;
16. failure to maintain the Product in good order and condition;
17. for claims under a Product's structural warranty, water loss due to failure of pipe fittings, inlet fittings, outlet fittings, solar connections, manifold, skimmer, hydrostatic valve relief, light fittings or anything connected to the Product;
18. the coping (top edge around the perimeter), which is not considered part of any Product for Limited Warranty purposes and which Imagine Pools recommends be covered with concrete, pavers, tiles or other suitable covering subject to applicable conditions;
19. any equipment used in connection with the Product or any other accessories or surrounds, including without limitation waterfalls or fountains and decks, concrete, wood, masonry or other surrounds;
20. for claims under a Product's structural warranty, changes in color, fading of color or stains of the internal gelcoat finish of the Product or the external finish of the Product;
21. for claims under a Product's surface warranty, minor to moderate pigmentation changes in color, fading of color or stains of the internal gelcoat finish of the Product or the external finish of the Product;
22. damages sustained during or as a result of loading, transporting or unloading by the Retail Purchaser or a third party;
23. for claims under Product structural warranty, problems attributable to any specifications, drawings, information and/or data supplied to Imagine Pools or its affiliates by or at the direction of the Retail Purchaser, whether or not accepted by Imagine Pools or its affiliates;
24. for claims under a Product structural warranty, any goods or components not manufactured by Imagine Pools or its affiliates;
25. surface cracking and surface imperfections on the internal and external surface finish of the Product;
26. damages caused or contributed to by inadequate site drainage or incorrect deck installation;
27. damage to or failure resulting from any attachments to the applicable Product such as fittings, skimmers, piping, lighting fixtures, wiring, rails, ladders, slides or any other accessories;

- 28. any damage to a Water Feature caused or contributed to by standing on or jumping off of the Water Feature; or
- 29. any damage to a Water Feature caused or contributed to by the adhesion of tiles, cladding or any other product to the Water Feature.

F. OTHER CONDITIONS. The following shall apply in connection with the Limited Warranty:

1. REQUIRED RETAIL PURCHASER ACTIONS UNDER LIMITED WARRANTY. To obtain Limited Warranty services, the Retail Purchaser must (i) have registered the applicable Limited Warranty online at <https://imaginepools.com/warranty-registration/> or by completing and mailing the warranty card to the address below (return receipt requested) prior to any Limited Warranty services and within six (6) months of delivery of the applicable Product; (ii) notify Imagine Pools in writing within seven (7) days of becoming aware of a potential Limited Warranty claim; (iii) provide Imagine Pools and/or its affiliates, agents or subcontractors a reasonable opportunity to inspect the Product and the installation or use thereof and records kept in connection therewith and (iv) have paid Imagine Pools or its designated sales affiliate the Purchase Price (as defined in Section (F)(4)) for the applicable Product in full (collectively, the **"Retail Purchaser Limited Warranty Actions"**). The Imagine Pools mailing address, warranty department and address and warranty telephone number for purposes of the foregoing are as follows:

Imagine Pools Warranty Department  
2901 Leisure Island Way, Knoxville, TN 37914 (865) 281-1511

2. DAMAGES LIMITATION. THE LIMITED WARRANTY DOES NOT COVER THE COST OF REMOVAL, REINSTALLATION, TRAVEL, LODGING, LOSS OF TIME OR USE OF THE PRODUCT, INCONVENIENCE, DAMAGE TO PROPERTY (INCLUDING WITHOUT LIMITATION ANY FENCING, GRASS, PLANTS, DRIVEWAYS, SIDEWALKS, TREES, PATIOS OR OTHER IMPROVEMENTS), OR OTHER INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM ANY DEFECT OR IN CONNECTION WITH ANY REPLACEMENT OR REPAIR HEREUNDER. SOME STATES OR PROVINCES DO NOT ALLOW EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO THE RETAIL PURCHASER WITH RESPECT TO THE LIMITED WARRANTY.

3. DISCLAIMERS. NEITHER IMAGINE POOLS NOR ANY OF ITS AFFILIATES MAKES ANY EXPRESS WARRANTY OF ANY KIND OTHER THAN THE EXPRESS LIMITED WARRANTY HEREIN, WHICH MAY NOT BE ALTERED IN ANY MANNER WITHOUT THE EXPRESS WRITTEN CONSENT OF IMAGINE POOLS. IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THE LIMITED WARRANTY FOR PRODUCTS COVERED THEREBY. SOME STATES OR PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO THE RETAIL PURCHASER. ALL IMPLIED WARRANTIES, WHETHER STATUTORY OR OTHERWISE, ON PRODUCTS OR SALES NOT COVERED BY THE LIMITED WARRANTY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, NON-INFRINGEMENT AND TITLE, ARE HEREBY EXPRESSLY DISCLAIMED BY IMAGINE POOLS AND ITS AFFILIATES AND WAIVED TO THE FULLEST EXTENT ALLOWED BY LAW AND SUCH PRODUCTS ARE SOLD "AS IS," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND ANY WARRANTIES IN CONNECTION THEREWITH IMPLIED BY ANY COURSE OF DEALING OR USAGE ARE EXPRESSLY EXCLUDED.

4. REMEDIES. If the Limited Warranty is applicable, Imagine Pools shall, at its option, either repair or replace the defective Product, or may refund the Purchase Price, or a portion thereof, in its sole discretion, which repair, replacement or refund may be effected directly by Imagine Pools or through an Imagine Pools affiliate at the discretion of Imagine Pools. Any such warranty replacement or repair shall only be warranted until the conclusion of the original warranty term. In the event Imagine Pools chooses to repair a Pool, Spa or Tanning Ledge, it will repair it so that it can retain water. Neither Imagine Pools nor its affiliates shall be responsible for any cost to refill the water in the Product or chemically condition such water. The Retail Purchaser is responsible for draining and bracing the Product, and for removing all hydrostatic (ground water) from around the Product. Warranty repairs may (a) require modification to the Product, including without limitation modification to the length, width, depth or texture of the Product; (b) require the removal or sanding off of the non-skid finish of the Product, if applicable, and the reapplication thereof; and/or (c) result in a different appearance of the repaired area from the original condition of the Product, including without limitation gelcoat repairs resulting in a color or shade variance from the original gelcoat color. IN NO EVENT SHALL THE LIABILITY OF IMAGINE POOLS AND ITS AFFILIATES UNDER THE LIMITED WARRANTY EXCEED THE PURCHASE PRICE PAID TO IMAGINE POOLS OR ITS DESIGNATED SALES AFFILIATE, AS APPLICABLE, FOR THE COVERED PRODUCT(S). FOR THE AVOIDANCE OF DOUBT, THE **"PURCHASE PRICE"** PAID TO IMAGINE POOLS OR ITS DESIGNATED SALES AFFILIATE FOR THE PRODUCT MEANS EITHER (A) THE WHOLESALE PRICE PAID BY THE APPLICABLE IMAGINE POOLS DEALER IF THE RETAIL PURCHASER PURCHASED THE POOL FROM A DEALER OR (B) THE RETAIL PRICE PAID BY THE RETAIL PURCHASER TO IMAGINE POOLS OR ITS DESIGNATED SALES AFFILIATE IF THE RETAIL PURCHASER PURCHASED THE PRODUCT DIRECTLY FROM IMAGINE POOLS OR ITS DESIGNATED SALES AFFILIATE, WITH THE PURCHASE PRICE IN EACH CASE BEING ONLY THAT PAID FOR THE SHELL OF THE PRODUCT ITSELF AND NO OTHER RELATED PRODUCTS, EQUIPMENT, COPING, SURROUNDS, LANDSCAPING OR OTHER WORK OR ASSOCIATED PROJECT COSTS. THE REMEDIES SET FORTH HEREIN CONSTITUTE THE RETAIL PURCHASER'S SOLE AND EXCLUSIVE REMEDIES, AND THE SOLE OBLIGATION AND LIABILITY OF IMAGINE POOLS AND ITS AFFILIATES, FOR ANY BREACH OF THE LIMITED WARRANTY.

5. TRANSFER OF LIMITED WARRANTY. The Retail Purchaser may transfer the Limited Warranty within five (5) years of the date the Product was originally purchased by notifying Imagine Pools in writing of the change in ownership and providing Imagine Pools with the name, address, telephone number and e-mail address of the new owner (the **"Authorized Transferee"**). Any such transfer must occur within one (1) month of the change in ownership and shall be effective when the Authorized Transferee has received the Imagine Pools Product Handbook and Limited Warranty from Imagine Pools.

6. THIRD PARTY PRODUCTS. Neither Imagine Pools nor its affiliates shall have any warranty or other obligations with respect to goods or materials manufactured by third parties, and the warranty (if any) of the respective third-party manufacturer will instead apply. Retail Purchaser agrees to be bound by the terms, covenants and conditions of the respective third-party manufacturers' warranties and to look solely to such manufacturers in the event of a breach of any such warranties. Retail Purchaser agrees that the disclaimers in Section (F)(3) above shall apply equally to such goods or materials manufactured by third parties.

7. APPLICABLE LAW; JURISDICTION AND VENUE. This Limited Warranty gives the Retail Purchaser specific legal rights, and the Retail Purchaser may also have other rights which vary from state to state or among provinces. To the fullest extent permitted, the laws of the State of Tennessee shall apply to disputes arising from or relating to this Limited Warranty and/or the Products covered thereby without regard to conflicts of law principles. Except to the extent prohibited by applicable law, and subject to the provisions of Section 8 (without limiting or waiving the provisions of that Section), the Retail Purchaser and Imagine Pools irrevocably agree to submit to the exclusive jurisdiction of the state or federal courts located in Knoxville, Knox County, Tennessee

or, to the extent Imagine Pools' headquarters are at any time relocated outside Knoxville, Tennessee, then in the city and county in which Imagine Pools' principal place of business is then located, for the resolution of any disputes arising from or relating to this Limited Warranty and/or the Products covered thereby.

8. **ARBITRATION; WAIVER OF CLASS ACTIONS AND JURY TRIAL.** Except to the extent expressly prohibited by applicable law, and subject to the provisions of this Section and Section 7 herein, any and all claims and disputes arising out of or in connection with this Limited Warranty and/or the Pool shall be submitted to and settled by binding arbitration under the authority of the Federal Arbitration Act. In the event a court determines that this limitation on joinder or class action certification of claims is unenforceable, then this entire commitment to arbitrate will become null and void and the parties must submit all claims to the jurisdiction of the courts. The arbitration shall take place in Knoxville, Knox County, Tennessee or, if Imagine Pools has relocated its headquarters from Knoxville, Tennessee, then in the city where Imagine Pools' headquarters are located at the time of the dispute. The arbitrator must follow the law and may not disregard the express terms of this Limited Warranty. Notwithstanding the foregoing, the arbitration requirements of this Section shall not apply to any action for declaratory or equitable relief, including without limitation injunctive relief, brought at any time, including without limitation prior to or during the pendency of any arbitration proceedings initiated hereunder. WHERE PERMITTED BY APPLICABLE LAW, THE RETAIL PURCHASER AND IMAGINE POOLS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER (AND/OR THE OTHER'S AFFILIATES) ONLY IN THEIR INDIVIDUAL CAPACITY AND NOT IN A PRIVATE ATTORNEY GENERAL CAPACITY OR AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION, AND NEITHER WILL SEEK TO COORDINATE OR CONSOLIDATE ANY CLAIMS HEREUNDER WITH ANY OTHER PROCEEDING. Unless both the Retail Purchaser and Imagine Pools agree in writing, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding. Subject to the foregoing arbitration requirements, and without limiting or waiving the same, EACH PARTY ACKNOWLEDGES AND AGREES THAT IT HAS HAD AN OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY OF ANY DISPUTE PERTAINING TO OR RELATING IN ANY WAY TO THE SUBJECT MATTER HEREOF, THE PROVISIONS OF ANY FEDERAL, PROVINCIAL, STATE OR LOCAL LAW, REGULATION OR ORDINANCE THAT CAN BE WAIVED BY CONTRACT NOTWITHSTANDING. SOME STATES DO NOT PERMIT THE WAIVER OF A JURY TRIAL, SO THIS PROVISION MAY NOT APPLY TO THE RETAIL PURCHASER.

9. **SOLE AGREEMENT.** This Limited Warranty is accepted by the Retail Purchaser with the understanding that it is the sole warranty offered by Imagine Pools and/or its affiliates applicable to the Products and supersedes any prior understandings, agreements or representations, whether written or oral, by or among Imagine Pools and/or its affiliates and the Retail Purchaser regarding the Limited Warranty.

imaginepools®

(800) 997-POOL (800) 997-7665 [www.imaginepools.com](http://www.imaginepools.com)

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