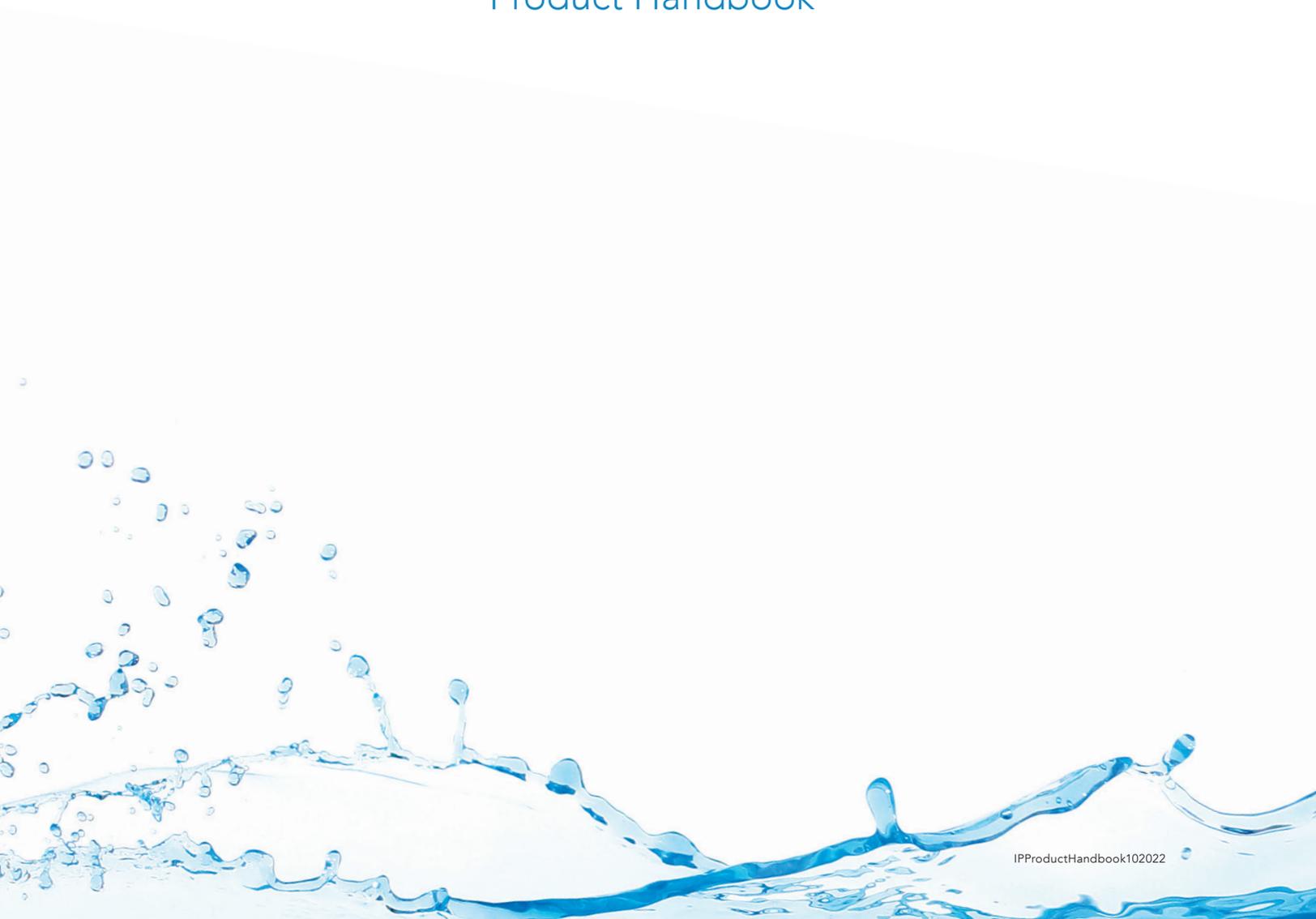


imaginepools®

Product Handbook



Congratulations!

THANK YOU FOR YOUR PURCHASE OF AN IMAGINE POOLS® PRODUCT.

This Imagine Pools® Product Handbook (“**Handbook**”) contains important information about how to protect and maintain your Imagine Pools® swimming pool, spa, tanning ledge and/or water feature (“**Product**”). Please read this Handbook carefully and keep it in a safe place as a point of reference. We encourage you to follow the guidance we have provided and to contact us or your local Imagine Pools® dealer for assistance. When maintained correctly, Imagine Pools® Products will provide you with years of fun and enjoyment.

Your Product(s) will be covered by the Limited Warranty (“**Warranty**”) provided by the manufacturer, Explore Industries USA, Inc., an Imagine Pools® affiliate (such manufacturer, together with its affiliated companies, “**we**,” “**us**,” or “**our**”), set out in the Warranty section of this Handbook and on the Imagine Pools® website (<https://imaginepools.com>) (the “**Imagine Pools Site**”). This Warranty is the only warranty we offer for your Product(s) and is separate and apart from any additional warranty or guarantee you may be offered by a dealer of our products. This Warranty covers the Product(s) you purchased as provided in the Warranty but does not cover installation, equipment or any other items.

To activate your Warranty, you must register your Product(s) with us by completing the registration process online on the Imagine Pools Site. You may also request a copy of the Warranty at any time by calling or writing to us at the following and we will promptly provide a hard copy of the Warranty to you free of charge:

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

Please note that to preserve your ability to obtain services under the Warranty, you must take certain actions as the retail purchaser (refer to the Warranty section in this Handbook for terms and conditions) and you must properly care for and maintain your Product(s).

The most important way to care for and maintain your Product is by ensuring the quality of the water. Maintaining the quality of the water in your Imagine Pools® Product is critical for the following reasons:

- 1. Untreated or improperly treated water can pose a health hazard, causing serious injury or death.**
- 2. Untreated or improperly treated water can damage your Imagine Pools® Product and void your warranty.**

To learn more about proper water maintenance, please read the information provided in this Handbook and consult with your local dealer of Imagine Pools® products. Your local dealer will be able to provide you with the chemicals and service you need, or can refer you to a local source.

We wish you and your family both good health and happiness, and hope that your Imagine Pools® Product provides you with many years of family fun and enjoyment.

Kindest Regards,
The Imagine Pools Team

Important Notices and Disclaimers

This Handbook provides a general overview on caring for your new Imagine Pools Product(s), but it is in no way an exhaustive list of Product care or maintenance issues and it has not been prepared with your specific equipment, supplies or chemicals in mind.

We recommend you attend our “pool school” and consult with your local Imagine Pools dealer for further information on caring for and maintaining your Imagine Pools Product(s), and you should always refer to the separate manufacturer’s instructions for your specific pool equipment, supplies and chemicals to determine correct usage and operating procedures for those items.

In no event shall we be held liable for damages, including without limitation damage to persons or property, claimed to result from any information contained in this Handbook, whether such damages are actual, special, incidental and/or consequential.

Notice and Disclaimer Regarding Independent Imagine Pools Dealers

Imagine Pools products are currently supplied primarily through a network of independently owned and operated dealers authorized to sell and install various Imagine Pools products. We are completely separate from these independent sellers and installers who act as dealers. These dealers are not our owners, employees or agents (in fact or in law) and they have no right or authority to bind us or to make any claims regarding Imagine Pools products that are not contained in our literature. **WE ARE NOT RESPONSIBLE OR LIABLE IN ANY WAY FOR THE ACTS OR OMISSIONS OF THESE DEALERS OR ANY RELATED DAMAGE TO PERSONS, PROPERTY, OUR PRODUCTS OR OTHERWISE.** Before entering into a contract with a dealer of Imagine Pools products, purchasers are advised to undertake their own research and investigation to verify the sufficiency of the dealer’s qualifications, licenses, insurance, reputation and financial stability, and to obtain independent legal advice regarding any contracts and payment plans proposed. It is also the purchaser’s sole responsibility to verify the dealer is in compliance with all applicable federal, provincial and state requirements regarding sales and installation. Any statements (whether written, oral or electronic) that assert any relationship, responsibilities or liabilities contrary to this paragraph are expressly disclaimed by us and should be disregarded. For further information regarding Imagine Pools dealers, and for additional advice to purchasers, please refer to the Terms and Conditions portion of the Imagine Pools Site at the following link: <https://imaginepools.com/terms-and-conditions/>.

SAFETY FIRST: Important Information – Please Read

Serious injury and death can result from unsafe use of pools, spas, tanning ledges, water features and related products and equipment.

Establish safety rules for the use of your Imagine Pools Products and enforce them. Help ensure that your family and guests do not become victims of an unfortunate accident.

Always supervise your children and never permit unattended swimming. Be familiar with pool contours and dimensions before use. Never enter a pool in an uncontrolled manner. For additional pool safety resources please visit www.nspf.org.

Please read the following carefully.

SAFETY GUIDELINES

Drowning

Each year on average in the United States, nearly 300 children under 5 years of age drown in swimming pools or spas. These drownings usually occur in a pool or spa owned by the child's family, friend or neighbor. In addition, more than 5,000 children in this age group are treated each year on average in U.S. hospital emergency rooms for submersion injuries. Canadian child drownings and submersion injuries are on the rise as well. The water depth of any pool or spa is sufficient for drowning or submersion injuries to occur.

For more information and to view the most recent U.S. child drowning statistics, please visit the website of the U.S. Consumer Product Safety Commission ("CPSC") at www.cpsc.gov.

Paralysis

Diving or sliding, alcohol consumption, horseplay, or roughhousing in and around swimming pools, spas, tanning ledges and water features may lead to serious neck and spinal injuries including paralysis, in the form of quadriplegia or paraplegia. Inform family and guests who will use your Product(s) of the safety rules you have established.

Fires and Burns

The chemicals needed to maintain your water chemistry are potentially harmful when stored or used improperly. If mixed with other chemicals, explosion and fire can occur. Read the labels on the chemical containers and follow manufacturers' instructions. Always store chemicals out of the reach of children.

Electrical Shock and Electrocutation

Water is an excellent conductor of electricity. Electrical shock or electrocution can occur in a pool if live electrical current flowing through appliances comes in contact with the water. Make sure electrical devices are protected by a ground fault circuit interrupter (GFCI).

DROWNING PREVENTION SAFETY TIPS

The following is a list of safety tips to help in preventing a drowning. Please also visit the CPSC website (www.cpsc.gov) for further safety information and the Pool Safely website (www.poolsafely.gov/parents/safety-tips/) for steps to keep children safer in and around the water.

- Accidents can occur in a swimming pool and even the most experienced swimmers are at risk of drowning.
- Always watch your children and never leave them unattended.
- Do not allow anyone of any age to swim alone no matter how experienced the individual is as a swimmer.
- Do not swim while intoxicated or otherwise impaired.
- Have a phone close by at all times as it will provide quicker access to a medical facility in case of an emergency.
- If a child is missing, check the pool first as every second counts.
- Share and post safety instructions with family, friends and neighbors.
- Learn to swim and teach your children and other family members how to swim.
- Know how to perform CPR on children and adults.
- Understand the basics of life saving so that you can assist in a pool emergency.
- Install an enclosure around your pool that isolates access to the pool and/or spa and that you have verified meets your local pool fencing laws and requirements (many require the enclosure be at least 60 inches tall).
- Use self-closing and self-latching gates on the fence.
- Install exit alarms and self-closing, self-latching devices on the doors of your home that provide direct access to your swimming pool.
- Use a swimming pool alarm that alerts upon detection of accidental or unauthorized entrance into the water.
- Make certain that all doors leading from the house to the pool area have a self-closing and/or self-latching mechanism above the reach of small children no lower than 60" above the ground to protect against all unauthorized entry and use.
- Use an approved ASTM F1346-91 compliant safety pool cover.
- Maintain pool and spa covers in working order.
- Ensure the pool and spa you use have code-compliant, anti-entrapment drain covers.
- Keep children away from pool drains, pipes and other openings to avoid entrapments.
- Have life-saving equipment such as life rings or reaching poles available for use.
- Do not rely on plastic inner tubes, inflatable armbands, or other toys to prevent drowning accidents.
- When the pool is not in use, the pool owner is responsible for safeguarding the pool.

Diving and Jumping

Imagine Pools products are not designed for diving or jumping and, with one exception, Imagine Pools swimming pools are designated as non-diving/jumping pools. Accordingly, **no diving or jumping of any type should be performed in any Imagine Pools products, except as discussed below for the specific pool model listed.** Pre-molded steps are designed into our swimming pools to enable access both into and out of the pool, which should be used instead. **Diving or jumping into the pool could result in serious injury, paralysis or death.**

The only pool that is an exception to this is The Celebration™ model, which has been designed for careful jumping into the deep end of the swimming pool under safe conditions.

If you have had The Celebration™ model installed, then the swimming pool has been designed for carefully jumping into the deep end of the swimming pool under safe conditions. Please review the conditions for using The Celebration™ model below prior to use. If you are uncertain of which swimming pool you have installed please contact Imagine Pools or visit us at <https://imaginepools.com> to determine your pool model.

THE FOLLOWING CONDITIONS APPLY TO THE CELEBRATION™ MODEL ONLY:

- ANSI/NSPI standards for in-ground residential pools require that all diving equipment be used and installed in accordance with the recommendations and instructions of the diving board manufacturer. Consult such recommendations and instructions before installing or using diving equipment on The Celebration™ model.
- Be sure that all swimming pool users are familiar with the contours and dimensions of the swimming pool bottom before diving headfirst into the swimming pool.
- When diving, be sure to hold your head up, arms up and steer up with your hands. Remember when you dive down you must steer up to avoid serious injury.
- Practice carefully before you dive headfirst.
- Test the diving board for its spring before using.
- Dive straight ahead and not off to the side of a diving board.
- DO NOT dive into the shallow end of the pool.
- DO NOT dive from any other place than the center of the deep end of the swimming pool.
- DO NOT dive into the swimming pool without first checking for any underwater obstructions.
- DO NOT dive or slide headfirst out through any objects such as inner tubes.
- DO NOT dive backwards or in reverse. The Celebration™ model is not designed for this.
- DO NOT run and dive.
- DO NOT dive alone.

No Pool Slides

Imagine Pools products are not designed for the installation or use of slides, so no slides should be installed or used on or in any Imagine Pools product. Use of a slide with an Imagine Pools product could result in serious injury, paralysis or death and void the Product Warranty.

Other Safety Guidelines

- The use of alcohol or drugs does not mix with swimming pool activities and could result in serious injury or death. Never allow anyone to use your Imagine Pools Product(s) under the influence of alcohol or drugs.
- Have a complete first aid kit in reach and understand how to properly use its contents.
- Post a list of emergency telephone numbers by the phone nearest the pool/spa area. The list should include the names and telephone numbers of the nearest physician, ambulance service, hospital, police and fire or rescue unit.
- At a minimum, one responsible person trained in artificial respiration and/or cardiopulmonary resuscitation (CPR) should be present at all times while the Product is in use.

Pool Fencing

It is critically important from a safety and legal standpoint that you are aware of and fulfill your legal obligations in terms of fencing your swimming pool. In many jurisdictions, ***no water may go into a pool until it is properly fenced.***

There are strict laws in relation to the fencing of swimming pools that may vary by location. It is critical that you consult with your local authority and familiarize yourself with the fencing laws, rules and regulations that apply to your location to ensure compliance.

Learn to Swim

There are many great organizations that provide guidance on classes to learn to swim. The following are just a few examples:

The American Red Cross
YMCA
U.S. Swim School Association
The Michael Phelps Foundation

Water Chemistry Overview

The most important thing you can do for your Imagine Pools Product is to maintain properly balanced water chemistry. **Untreated or improperly treated water can pose a health hazard and cause serious injury or death.** Untreated or improperly treated water can also damage your Product and void the Warranty. Chemically balanced and sanitized water, on the other hand, will provide a healthy and visually appealing environment for you, your family and friends.

Water in the Products can be contaminated with algae and bacteria, including brain-eating amoebas, from a variety of sources, including wind, top-off water and swimmers. Controlling these influences is an ongoing requirement and involves:

- Chemically balancing the water to ensure it is neutral for swimmers, the Imagine Pools Product itself and any related equipment;
- Sanitizing the water to oxidize contaminants;
- Filtering the water to remove oxidized contaminants;
- Regularly testing and balancing your water to ensure all acceptable levels are being maintained.

Each of these is discussed below, but **this is by no means an exhaustive list of Product care practices**, so we recommend you attend our “pool school” and consult with your local Imagine Pools product dealer for additional information and specific questions on water chemistry and pool care.



Water Balance

Your Imagine Pools Product is a water container and the water it contains must be suitable for users as well as for the Product itself.

Balanced water means that its chemical demands have been met. If the chemical levels are too low, the water will aggressively seek the products it needs by attacking and damaging the Product surface and equipment. At the other end of the scale, high chemical levels will precipitate from the water and damage the Product surface and equipment.

Out of balance water can therefore cause expensive damage to your Imagine Pools Product and related equipment, and may also inhibit the sanitizing process.

Water balance is dependent on multiple factors that include variables specific to your Product’s size and geographical location. The following is a general overview of each of these variables, but it is important to understand that these chemicals do not operate in a vacuum and no one chemical is enough even at the proper level – it is the balance of all of them together at all times that will keep your Product in its best condition. This is so important to the integrity of your Product that you are required to keep a monthly written record of the water chemical levels to avoid invalidating your Warranty.

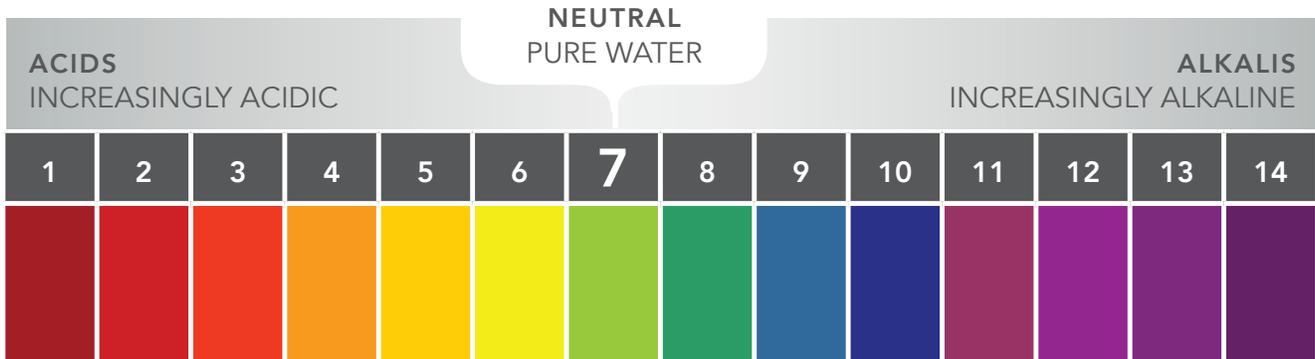
Balancing Basics

1. Chemical adjustment to balance contamination and ensure neutral water conditions for users, the Product shell and related equipment.
2. Water sanitation to oxidize contaminants.
3. Water filtration to remove oxidized contaminants.
4. Regular testing to maintain balanced water chemistry.

In simple terms, a scientific water balance program requires that you balance the following variables, each of which is discussed in more detail below:

- pH
- Total Alkalinity
- Calcium Hardness





pH

pH is a measure of how much acid or alkaline exists in the water. The pH scale above ranges from 1 to 14, with 7 being neutral. Values below 7 are acidic and values above 7 are alkaline.

We are seeking a pH balance suitable to users, the Product itself and the sanitizer used. Your Imagine Pools Product requires a pH level in the water of between 7.2 and 7.4.

Topping off the water, heavy rain, heavy bathing loads and chemical additions can all change the pH level of the water in your Product. The pH level must be kept within the operating range; if the pH is too high or too low, it could cause user discomfort and/or irritation and damage to your Imagine Pools Product.

HIGH pH LEVELS CAN CAUSE:

- Cause swimmer discomfort
- Interfere with the sterilization action of your pool sanitizer
- Damage your Imagine Pools Product

Regardless of the chlorine type or chlorinator process you use, any pH drift above or below the required range of 7.2 to 7.4 will inhibit the sanitizing effect of your chlorine and damage your Product. Accordingly, to maintain the Warranty on your Imagine Pools Product, you must maintain a pH level within the range of 7.2 to 7.4 and keep a monthly written record of the pH levels in the water.

Total Alkalinity

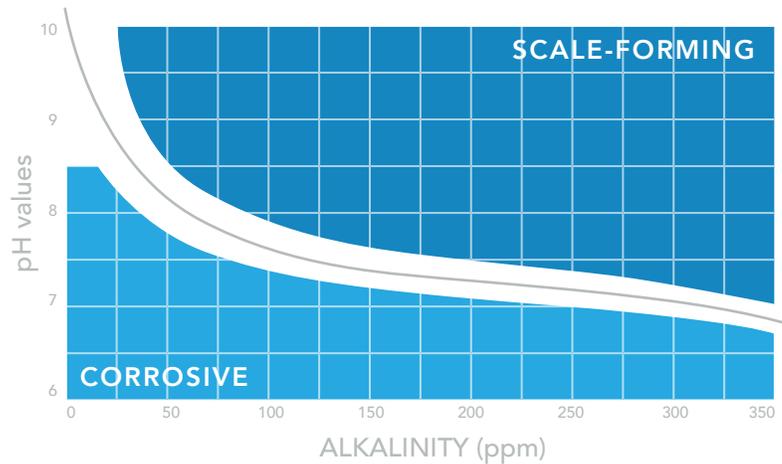
Total alkalinity is a measure of bicarbonates, carbonates and hydroxides in your water. The required total alkalinity range is 80 to 120 parts per million, with 100 parts per million being ideal.

Lower total alkalinity will lead to the water attacking the walls of the Product shell. Low levels will also cause the pH levels to be very unstable with small additions of chemicals resulting in major shifts in the pH values. Accordingly, to maintain the Warranty on your Imagine Pools Product, you must keep the total alkalinity between 80 to 120 parts per million and maintain a monthly written record of the total alkalinity levels in the water.

THE RELATIONSHIP BETWEEN pH & Total Alkalinity

A clear relationship can be seen between pH and total alkalinity in that they are both lowered by acids. Because of the relationship between these two chemical components, they need to be adjusted together. The levels you must maintain are:

- pH between 7.2 and 7.4
- Total alkalinity between 80 to 120 part per million



Acid is used to lower pH. An example is hydrochloric acid. This will effectively lower the pH and total alkalinity. If using hydrochloric acid to lower pH, it is vital that it be diluted (one part of acid to ten parts of water) prior to adding to the water. Note that the filter should be running when you add the diluted hydrochloric acid and for at least one hour afterwards to ensure adequate mixing. No other types of acid should ever be used for pH or total alkalinity adjustment.



Calcium

Calcium naturally occurs in water. Different areas of the country have higher and lower levels of calcium in the water. The higher the calcium concentration in the water, the more prone the water is to calcium leeching. When the pH is maintained between 7.2 and 7.4, the calcium is balanced in the water. Calcium levels must be maintained between 80 and 120 parts per million and the terms of the Warranty require you to maintain this level.

When the pH rises above 7.4, calcium begins to leech out of the water and cling to the Product surface. The higher the pH is allowed to go, the more pronounced the calcification can become. Obviously, the problem occurs more often in areas with higher natural concentrations of calcium in the water (also known as hard water).

All that is required for calcium to fall out of balance creating a layer of scale is a pH above 7.4 and calcium hardness over 120 parts per million. The higher the levels, the more pronounced the problem will be. **Many guidelines being used in the industry for adding calcium to water are based on concrete pool guidelines. There should really be only limited reasons why you should add calcium chloride to your water for an Imagine Pools Product.**

Please be aware that many pool stores, mass merchants, and mobile service companies do not know how to correctly care for fiberglass products.

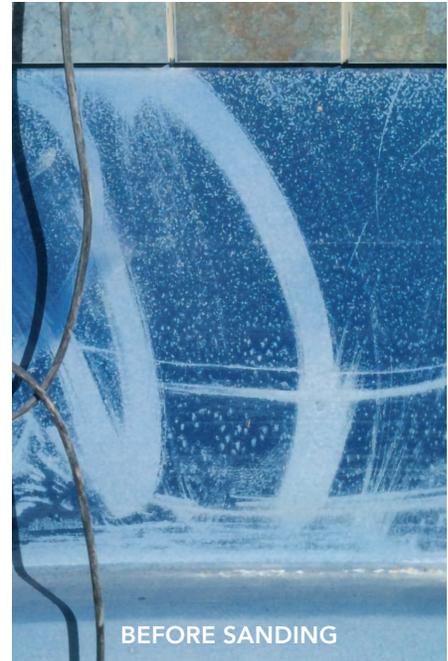
If a Product is exposed to high pH levels, an inconsistent discoloration below the waterline can occur. This whitening is due to calcium leeching from the pool water and clinging to the walls, steps and floor of the pool. It can be seen as a streak or solid area and is especially noticeable when the water level is lowered and the calcium dries.

If the Product is exposed to high pH levels and a discoloration starts to occur the problem can be treated in the early stage (approximately 1 to 3 months) with chemical treatments.

If the Product is maintained with very high pH over a period of time (longer than 3 months), the problem can become severe. The calcium begins to combine with the chlorine producing a chemical salt known as calcium chloride. This is shown as $CaCl_2$ and is a salt of calcium and chlorine. This salt attaches itself to the Product surface and causes the surface to appear significantly lighter, especially when dehydrated. In advanced cases, the calcium chloride is so bad that the Product, even when hydrated (full of water), still shows the whitening.

If the Product has advanced calcium chloride build-up but the gelcoat surface returns to normal when hydrated, the problem can be treated using chemicals. It will take up to 6 months to allow the treatment to totally dissolve the calcium chloride.

If the gelcoat surface has become severely damaged by scale and it is visible when hydrated, the only solution is to manually remove the scale from the surface because we have been unable to identify a chemical solution that will remove the scale at this point. The surface must be buffed and polished in an attempt to remove the scale build up and restore the luster of the surface. Because this process is necessitated by a failure to maintain required calcium levels, it is not covered under the Warranty. However, note that this process should still be undertaken by a Leisure Pools dealer or other person experienced and trained in installing and repairing Leisure Pools products to avoid additional coverage issues under the Warranty (refer to the Warranty terms for details). It is also very important that you speak with your local Imagine Pools product dealer before draining the pool (**refer to the section in this Handbook entitled "Do Not Empty Your Swimming Pool" for more information**).



Sanitizer

Chlorine is the most commonly used water sanitizer in the world. There are many forms of this highly effective product, including:

- Granular chlorine (calcium hypochlorite) – granular chlorine can raise calcium levels;
- Liquid chlorine (sodium hypochlorite);
- Stabilized chlorine (chlorine in two forms – “dichlor” granular chlorine approximately 60% active and “trichlor” slow dissolving tablets approximately 90% active); and
- Saltwater chlorinators – these units produce chlorine through electrolysis of salt in the water.

Whatever form of chlorine you use, the pH must be in the correct range and sufficient quantities of chlorine must be used for it to work properly. Free chlorine levels must be maintained between 1 and 3 parts per million pursuant to the Warranty terms. Chlorine levels should not exceed 5 parts per million as this can damage the Product shell. To check free available chlorine, use a DPD test kit.

Stabilizer

Ultra-violet light attacks chlorine. Stabilizing water reduces the amount of chlorine destroyed by sunlight. Up to 5 parts per million of free available chlorine can be destroyed in three hours in strong sunlight.

For health and financial reasons it is important to overcome this effect as much as possible and stabilizing the water is strongly recommended. For the initial stabilizing of a new Product, you want to achieve the required level of 30 to 50 parts per million.

Stabilizer is lost through splash out and backwashing of the filter so it will need to be replaced, especially during the swimming season. To do this it is necessary to first test for residual levels in the water.

As you only need stabilizer in warmer months, adjust the level at the beginning of the swimming season and check it every few months during the season. Of course, if you have to pump out water, or lose a lot through splash out and backwashing, more frequent testing and adjusting will be required.



Chemical Additions

As a general rule, you are far better off adding small amounts of chemicals, running the filter and testing the effect after several hours. Attempting large chemical changes by adding large amounts of chemicals can result in big problems.

Note: When adding or diluting chemicals in the water, always remember to never mix chemicals with any other chemical and always add chemicals to water - never water to chemicals. Explosions have been known to occur resulting in injury or death.



The Basics of Pool Operation

Skimmer

Imagine Pools swimming pools have a skimmer located on the side of the pool. The skimmer is the point at which water is drawn from the pool by the pump and is the key to proper circulation. The skimmer is designed to trap floating debris from the water surface in a basket. The basket can be removed from the skimmer and emptied.

The skimmer basket will also trap debris that is vacuumed from the floor of the pool by a manual cleaning vacuum or some automatic pool cleaners. A plate is inserted into the skimmer over the basket to create a suction point for the manual cleaning vacuum or some automatic pool cleaners. You should check the skimmer basket regularly and empty debris from it so as not to impede the operation of the pump.

Pump

Once through the skimmer, the water travels along the suction line to the pump itself. At this point there is a basket built into the pump to trap any debris that managed to get through the skimmer basket. This is called the hair and lint basket and it is designed to trap finer particles of debris.

Again, this basket is removable and should be cleaned regularly. *Please refer to the pump manufacturer's operation manual for specific operation and maintenance instructions.*

Filter

Water then passes into the filter for the filtration and removal of even finer particles from the water. Filters are generally sand type filters or cartridge type filters. Most filters have a pressure gauge built into the filter that will tell you when to clean the filter. The more clogged the filter becomes, the higher the pressure will become, and this is normally indicated on the pressure gauge.

Sand Filter

Cleaning a sand filter is easy. Simply turn the pump off and position the handle at the top of the filter to the backwash position. Turn the pump on and you will see the dirty water rushing out through the backwash line. Most filters have a sight glass where you can view this happening. Normally, backwashing for 3 to 4 minutes is sufficient. Turn the pump off and move the handle to rinse and run the pump for about 20 seconds. Again turn the pump off and return the handle to the original filter position and turn the pump on again.

Remain by the filter throughout the entire backwashing process because the water could quickly drop below the level of the skimmer box and run the pump dry. *Please refer to the filter manufacturer's operation manual for specific operation and maintenance instructions.*

Cartridge Filter

The cartridge filter has to be removed from its housing to clean it. This usually requires undoing a clamp from the top of the filter and removing the lid. You can then extract the cartridge filter for cleaning. A hose is all you need to wash away the debris that is trapped in the folds of the cartridge filter. Sometimes it helps to slightly open up the folds in the cartridge with your fingers to get the hose right in to thoroughly clean the cartridge. The pump must be off through the entire procedure. Once the cartridge filter is clean, re-assemble the cartridge filter and replace the lid and clamp. .

There will be some trapped air inside the filter housing. This can be expelled by opening up an air bleed on the top of the lid. Turn the pump on and the air will hiss out of the air bleed. Continue until water spurts out and when this happens, tighten up the air bleed. You are back in business. *Please refer to the filter manufacturer's operation manual for specific operation and maintenance instructions.*

Sanitizer

The clean, filtered water will now return to the pool via the return line, but first it will normally be sanitized. One of the most common systems is a salt chlorinator. The salt chlorinator cell is installed in the return line and produces chlorine from the salt water by means of electrolysis. Other sanitizing systems are also available. *Please refer to your sanitizer manufacturer's operation manual for specific operation and maintenance instructions.*

The clean, filtered, sanitized water is now on the way back to the pool via the return line. The return line is usually divided at this point into the water returns to the pool via several return jets. It is a good idea to have one of these jets adjusted to move surface water toward the skimmer and one adjusted toward the floor to move any debris on the floor. When you run your filtration system the correct amount of time according to the size of the pool, typical usage and temperature conditions, you should have very few problems.

Do not empty your swimming pool

It is critical that you DO NOT empty your swimming pool or lower the level of the swimming pool water below the skimmer box; to do so will void the Warranty. Imagine Pools swimming pools are designed to be a membrane in the ground between the earth and the water.

Removing the support of either the earth or part of the water will place enormous strain on the structural integrity of the pool shell, resulting in possible damage to the structural integrity of the pool.

If emptying your pool or lowering the water level below the skimmer box becomes necessary for some reason, this process should only be undertaken by an Imagine Pools product dealer or other person experienced and trained in installing and repairing Imagine Pools products to avoid certain coverage issues under the Warranty (refer to the Warranty terms for details and specific limitations).

Standpipe / Sump Tube

Imagine Pools swimming pools should be installed with a standpipe / sump tube / groundwater access pipe. This is a pipe that travels to the bottom of the pool shell and enables you to measure the height of any underground water. This pipe will also enable you to use a pump to remove water around the pool should there be a build-up of ground water around the pool.

Excessive ground water around the pool may cause structural damage to your swimming pool that will not be covered by the Warranty.

Drainage

When your Imagine Pools Product is being installed and you are undertaking any landscaping work, it is important to keep in mind the drainage of surface water. You must ensure that surface water does not run towards your Product, but rather away from it. Sufficient drainage must be ensured to keep the area around your swimming pool free of heavy surface and sub-surface water.

Excessive water around your Product may cause structural damage to the Product that will not be covered by the Warranty.



Modifications and Repairs

In most instances, Imagine Pools Products are relatively simple to repair should any damage occur.

Repairs or alterations should only be undertaken by an Imagine Pools product dealer or other person experienced or trained in repairing Imagine Pools products to avoid coverage issues under your Warranty (refer to the Warranty terms for details and specific limitations). Should you have any repair issues, please contact Imagine Pools directly. *Please note that all Warranty claims must be submitted to Imagine Pools in writing within seven (7) days of becoming aware of a potential Warranty claim and should be accompanied by supporting information, including pictures (refer to the Warranty terms for more details).*

Winterizing

In some regions, it is perfectly okay to leave your pool running all year long. In other colder climates, winterizing your pool is highly recommended. To ensure proper winterizing, you must first make sure that any rainwater naturally drains away from your pool. Then a regiment using skimmer plugs and return plugs with a combination of blowing out the lines is used. Please follow the recommendations of your local Imagine Pools product dealer for winterization as proper procedures will vary due to climate.

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. amages 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®

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