

## MOVA POOLS Manufacturer's Contractual Warranties

### INTRODUCTION

Mova Pools is the manufacturer of the "Mova" pool that you purchased. However, it is not the manufacturer of the accessories for this pool, such as the plumbing, skimmer, pump, etc. As the manufacturer, Mova Pools provides you with three additional contractual warranties without restricting its liability under legislation in effect in Québec: the first pertains to the structure of the pool, the second pertains to the watertightness of the joints of components attached to the pool shell in the factory and the third pertains to the pool lining (or gel coat).

| TYPES OF WARRANTIES***   | DURATION |
|--|----------|
| Structure of the pool  | 25 years |
| Pool lining (gel coat)   | 5 years  |
| Watertightness of the joints of components attached to the pool shell in the factory | 5 years  |

\*\*\*all these warranties are subject to the following conditions and exclusions.

### GENERAL PROVISIONS APPLICABLE TO EACH WARRANTY

- For the purposes of these warranties, a manufacturing defect consists of an error by the manufacturer that: gravely endangers the safety of the item or of persons or the quality and utilization of the pool; that makes the pool unfit for the use for which it is designed; that seriously reduces its usefulness; that compromises the solidity or the watertightness of the pool shell or of those components that are directly attached to the pool shell in the factory.
- To benefit from these warranties, the purchaser shall notify Mova Pools of any anomaly or particularity concerning the structure of the pool or its lining within a reasonable period not exceeding six (6) months after the first appearance and/or manifestation of the anomaly or particularity and shall provide a detailed description, with photos, of the anomaly or particularity found.
- Mova Pools shall have 15 working days after a defect is reported to agree on a date to go and see the anomaly or particularity in the pool and to obtain the necessary expert opinions and bids.

#### Conditions applicable to all the warranties

- The manufacturer's warranty applies only if the pool was installed properly by an installer approved by Mova Pools and in compliance with Mova Pools' Installation and Maintenance Manual.

#### Exclusions applicable to all the warranties

- Mova Pools' warranties apply only to the structure of the pool, the watertightness of the pool shell and the watertightness of those components attached directly to the pool shell in the factory. In consequence, Mova Pools provides no warranty on the installation of the pool, connections to pipes or accessories performed on site, damage to patios, walkways, paving stones or other elements adjoining the pool, or any materials or components provided by the installer. The purchaser shall instead contact the installer or other subcontractor.

6. The damages, deterioration, breakage and alterations listed below are not caused by defects of fabrication and so are excluded from all the contractual warranties:
- a) Damages attributable either to faulty or unreasonable usage by the purchaser or another person or to defects in the materials and equipment supplied by the purchaser, the installer or a subcontractor;
  - b) Damages resulting from pieces of equipment supplied and installed by the purchaser or the installer that hinder or impede normal operation of the pool;
  - c) Damages that are the consequences of a failure by the purchaser or the installer to follow the directions and obligations stated herein or in the Installation and Maintenance Manual, a standard or a notice from the manufacturer;
  - d) Damages resulting from an act of God, in particular a natural occurrence such as lightning, a flood, an earthquake, ground movement, a tornado, etc.;
  - e) Deterioration resulting from normal wear and tear on the pool;
  - f) Deterioration or breakage of the pool caused by the roots or trunks of existing trees or by an underground rock located on the property of the purchaser or on a neighbouring property;
  - g) Damages caused by harmful insects and animals;
  - h) Damages caused by the presence in the soil or elsewhere of pollutants or contaminants in any form, whether solids, liquids or gasses, microorganisms, odors, heat, vibrations, emissions, radiation or any combination thereof;
  - i) Damages caused by problems with the gas, water or electrical supply;
  - j) Improper maintenance of the pool;
  - k) Violation of any clause in the Installation and Maintenance Manual.
7. With respect to the warranty exclusions targeting those pieces of equipment that are not manufactured by Mova Pools, the purchaser should refer to the warranties provided by the manufacturers of such equipment.
8. Application of the warranties is suspended so long as the purchaser has outstanding financial obligations to the distributor of Mova Pools and shall remain suspended until the purchaser's financial obligations are fully discharged.
9. The purchaser must not have tried to fix the problem before inspection by Mova Pools or before receiving authorization from Mova Pools, which has 30 days to perform the inspection.

#### Transfer of warranties

10. The contractual warranties granted by Mova Pools may be transferred to any new acquirer of the property where the pool is located.

## **MANUFACTURER'S WARRANTY ON THE STRUCTURE OF THE POOL**

11. "Structure" signifies all the elements and materials that form the skeleton of the pool and provide the shape, solidity and watertightness of the shell.
12. Mova Pools' contractual warranty concerning manufacturing defects in the structure of the pool shall come into effect on the date of installation of the pool and expire at the end of the twenty-fifth (25th) year following the date of installation of the pool, being the useful life of this product.
13. The warranty shall apply to potential problems related to freezing and thawing so long as the pool was installed in accordance with the Installation and Maintenance Manual.
14. Mova Pools' warranty applies to the structure of the pool, the watertightness of the pool shell or the watertightness of components attached to the pool shell in the factory.
15. Mova Pools declines any liability for breakage to the pool shell related to the movement of a walkway, paving stone or any other accessory.

### Exclusions from the manufacturer's warranty on the structure

16. The warranty shall not apply if the damage is caused by the purchaser or any contractor during the placement or installation of any concrete walkway or paving stone, or during execution of any other work around the pool during or after its installation.
17. The following are also excluded from the warranty: breakage, alterations and perforations caused by a reaction with a chemical that is incompatible or misused.

### Purchaser's obligations with respect to application of the warranty

18. The purchaser shall meet the obligations described below in order to benefit from the warranty on the structure of the pool:
  - a) Fill the pool three quarters of the way up the skimmer within 8 hours of installation and maintain the water level at least 2 feet above the water level in the sump to avoid a hydrostatic pressure effect, particularly when closing the pool for the winter and for any action that requires lowering the water level in the pool. If abundant precipitation occurs after the pool is closed, check the sump and pump it out if necessary. Never lower the water level in the pool after closing it without first checking the sump;
  - b) Follow the directives for winterizing the pool provided by the seller at the time of installation and accessible on the business' website;
  - c) Ensure that electrical work to supply the pool accessories is performed by a certified electrician who is a member of the Corporation des maîtres électriciens du Québec and is able to prove it;
  - d) Do not add equipment or components to the pool that are not sold with the pool without obtaining written authorization from Mova Pools of the maintenance of the contractual warranty;
  - e) Do not allow any chemical to be added that is likely to attack the structure of the pool or to cause it to be perforated, and use products that are appropriate for a fiberglass basin and gel coat as recommended by the manufacturer of these products.

**WARRANTY ON THE LINING (gel coat)**

1. Mova Pools' contractual warranty concerning manufacturing defects in the surface lining (gel coat) shall come into effect on the date of installation of the pool and expire at the end of the fifth (5th) year following the date of installation of the pool. This warranty from Mova Pools shall no longer apply after expiry.

**Exclusions from the warranty**

2. The damage, deterioration, breakage and alterations listed below are not caused by manufacturing defects and Mova Pools has no liability for them:
  - a) Damages caused by rust because of metal fragments or other materials transported in any way into the pool or by metal in water that is improperly balanced or treated;
  - b) Rust, stains and any other change in the appearance of the lining because of the use of a chemical that is not recommended, overuse of a product that is otherwise suitable for the treatment of pool water, any accidental or other spill of any incompatible substance or product and improper treatment of the water;
  - c) Bumps, dents, holes, striations or scratches caused by any item or material, or by the use thereof.

**Purchaser's obligations with respect to application of the warranty**

3. The purchaser shall meet the obligations described below in order to benefit from the warranty on the lining:
  - a) Ensure that no fragments of metal are in the pool, as such fragments will corrode on contact with the water and damage the fibreglass lining. **The purchaser shall be well advised to avoid cutting or sawing a fence, a paving stone or concrete, or to leave any rusted items, near the pool;**
  - b) Avoid leaving in the pool water clumps of leaves or other residue liable to discolor in the water or to stick to the pool lining;
  - c) Perform regular maintenance, in particular by vacuuming, frequently removing from the pool any material, waste, residue and plants that may be found therein and properly treating the water in the pool regularly;
  - d) Balance the water before closing the pool to prevent stains and build-up;
  - e) 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 +/- 0.2          |
| Chlorine stabilizer | 55 ppm +/- 15 ppm  |
| Alkalinity          | 90 ppm +/- 10 ppm  |

- f) Ensure that there is no metal in the water in the pool.

**WARRANTY ON THE WATERTIGHTNESS OF JOINTS PERFORMED IN THE FACTORY BETWEEN THE POOL SHELL AND CERTAIN COMPONENTS**

In certain cases, the manufacturer delivers the pool shell to the distributor or seller including components for the water returns, skimmer and bottom drain. In these cases, Mova Pools also grants to this customer the contractual warranty concerning the watertightness of the joints. The warranty shall come into effect on the date of installation of the pool and expire at the end of the fifth (5th) year following the date of installation of the pool.

**EXCLUSIONS FOR ACCESSORIES**

Pool accessories such as the filtre, pump, water heater, pipes, skimmer, lights, bottom drain and water returns are not covered by any warranty from Mova Pools. The purchaser should refer to the warranties from the manufacturers of these accessories.

**ACKNOWLEDGEMENT OF HAVING READ THE WARRANTY**

The undersigned purchaser acknowledges having taken note of the contractual warranty program offered by Mova Pools, including the conditions and exclusions thereof and the purchaser's obligations.

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