

Imagine Fiberglass – Limited Warranty

**THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO
THE PROVISIONS OF THE ARBITRATION ACT OF ONTARIO, CANADA**

Imagine Fiberglass Products Inc. (“Manufacturer”) provides the following standard limited warranty (“Limited Warranty”) to the original retail purchaser (“Owner”) of an Imagine Fiberglass pool in new condition for residential application on the following terms:

COVERAGE OF THE POOL STRUCTURE: Manufacturer warrants the Pool against leaking due to structural failure, as defined below, caused by faulty workmanship or materials used in the manufacturing of the Pool shell for as long as the original Owner at retail owns the Pool. For purposes of this Warranty, “structural failure” is defined as water loss due to fracture, void, crack, or other similar separation of the Pool which arose from a defect in the Manufacturer’s workmanship or materials, and which did not result from and/or arise due to the excluded occurrences, circumstances, situations, causes and/or contributing factors identified in the “LIMITATIONS AND EXCLUSIONS” section below. Manufacturer only warrants the Pool to hold water.

COVERAGE OF THE POOL SURFACE: Subject to the exclusions and conditions listed herein, Manufacturer warrants the surface of the Pool against excessive pigmentation change caused by defects in manufacturing workmanship and materials for a period of ten (10) years 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. The Manufacturer recommends that chemicals be used strictly in accordance with the pool chemistry guidelines as outlined in the Imagine Fiberglass Pools Owner’s Guide. The use of improper or incorrect chemicals voids the Pool Surface Limited Warranty.

EXTENT: Imagine Fiberglass Products Inc. manufactures the pool shell only. It does not manufacture the pumps, hoses, piping, pool covers, heaters or other items that may be used in a pool installation. Imagine Fiberglass Products Inc. warrants only the shell, and only from defects in materials and workmanship.

LIMITATIONS AND EXCLUSIONS:

The Limited Warranty shall not apply in connection with any of the following:

- 1) The water level in the pool is allowed to drop more than one inch below the skimmer. WARRANTY IS VOID IF POOL IS DRAINED.
- 2) The pool is allowed to overflow. Do not allow the pool to overflow. WARRANTY IS VOID IF POOL IS ALLOWED TO OVERFLOW. The operating level of the pool is in the middle of the skimmer. Pool shell may be damaged and separation from concrete may occur if pool is allowed to overflow.
- 3) The Manufacturer has not been paid the purchase price of the pool in full.
- 4) Failure of the Retail Purchaser to properly register for the Limited Warranty.
- 5) The product is used or second quality (e.g., “seconds” or “scratch-and-dent”) as designated on the original invoice issued by Manufacturer, unless Manufacturer has agreed in writing that the Limited Warranty shall apply.
- 6) The pool is used in a non-residential application, including commercial applications.
- 7) Any repairs made by any persons or agencies other than an authorized agent of the Manufacturer.
- 8) Systems attached to the fiberglass pool not of Imagine Fiberglass Products Inc. manufacture, such as plumbing parts, pumps, electrical apparatus and other ancillary systems, including any other structures or equipment installed by, or at the request of the Owner.
- 9) The cost of water or chemical replacement if the pool needs to be drained to do the repair.

- 10) Discoloration, staining, fading, hairline cracks, surface roughness, color variation, surface yellowing, whitening, calcium scale, or mineral deposits on the surface of the pool.
- 11) The coping is not considered part of the pool surface for warranty purposes. Covariances, crazing, mold marks, spider cracks, chips or other inherent blemishes in the coping are not cause for rejection. The Manufacturer assumes that the independent contractor installing the pools will be covering the coping of the pool with a suitable decking product and therefore does not include the coping area as covered under the terms of this warranty.
- 12) Any concrete, paving stones, wood, or other materials used in finishing around said pool. All deck, patio and landscape work executed in connection herewith shall be at the owner's sole cost and expense and shall not be at the expense of the Manufacturer.
- 13) Damages caused or contributed by accident, abuse, misuse, improper installation, non-factory trained installation, exposure to fire or hazards of nature, including floods, ground faults, or shifting and setting of soil. This includes any type of act of God or occurrence over which the Manufacturer has no control.
- 14) Damage caused by landscaping or drainage. Imagine Fiberglass Products Inc. will NOT be held responsible for unforeseen problems or circumstances which arise from inadequate site drainage causing excessive hydrostatic pressure on the pool shell or incorrect deck installation.
- 15) Damage caused during transport.
- 16) Damage caused from improper installation that includes but is not limited to failure to install 8" monitoring well or sump pit or failure to comply with recommended backfill guidelines.
- 17) Issues regarding inability to exactly match factory finish or color, even if repairs to the color and surface texture are made by an agent authorized by the Manufacturer.
- 18) Damage to the surface of the pool caused by not maintaining properly balanced water chemistry as set forth in the Imagine Fiberglass Pools Owner's Guide.

OBTAINING WARRANTY SERVICE: Owner must contact Imagine Fiberglass Products Inc. in writing at 560 Weber Street North, Waterloo, Ontario, N2L 5C6, or such address as may be posted at <https://imaginefiberglasspools.com> within thirty (30) days of the claimed defect and within the applicable warranty period to begin process for warranty service authorization. Dated proof of original purchase and a proper Warranty Registration will be required. A detailed description and pictures of the issue or condition you believe is covered by the Warranty must be provided.

Should the Manufacturer deem it necessary, owner agrees to permit inspection of the product by an approved inspector or representative of Imagine Fiberglass Products Inc. during normal business hours. Product must be paid in full, before any warranty work will begin.

Attached here as the last page in the Limited Warranty document, we have provided a Water Test Sheet. It is the Owner's responsibility to make a record of the care and regular maintenance of this pool. We require that any claim that is submitted includes a regularly updated Water Test, operation and service record of your pool. If you have your pool professionally serviced, you can likely request this from your independent service provider.

PERFORMANCE: In the event of a covered failure, as defined above, Manufacturer (or its authorized representative) shall refund the purchase price of the Pool shell received by Manufacturer, repair, or replace the Pool shell to restore its structural integrity, defined as the Pool's ability to hold water. The choice of refunding the purchase price, repairing, or replacing the Pool shall be at the discretion of the Manufacturer. Manufacturer shall not be liable for any costs associated with removal/disposal of the original Pool or installation of the replacement Pool, including, but not limited to transportation and lodging costs associated with delivery of the replacement Pool. Repairs may require modification in length, width, depth, color, or texture of the Pool. In the event of repair, Owner is responsible for draining and bracing the Pool, and removing all hydrostatic (ground) water from around Pool.

LIMITATIONS ON DAMAGES: MANUFACTURER WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO LOSS OF USE OF THE POOL. Some provinces do not allow the exclusion or limitation of incidental or consequential damages and the above limitations or exclusions may not apply to you.

EXCLUDED WARRANTIES: THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WRITTEN, ORAL, OR IMPLIED AND MAY NOT BE ALTERED IN ANY MANNER WITHOUT THE EXPRESS WRITTEN CONSENT OF MANUFACTURER. IN EXCHANGE FOR THE THIS LIMITED WARRANTY ISSUED TO BUYER, BUYER ACKNOWLEDGES MANUFACTURER DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY EXPRESS AND/OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES PERTAINING IN ANY WAY TO ANY WORK, LABOR, OR MATERIALS PROVIDED UNDER THIS AGREEMENT. BY SIGNING THIS AGREEMENT, BUYER ACKNOWLEDGES THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. SHOULD MANUFACTURER BE FOUND TO MAKE ANY WARRANTY BY OPERATION OF LAW OR OTHERWISE OTHER THAN IS STATED HEREIN, THE DURATION THEREOF IS LIMITED TO ONE YEAR FROM THE DATE OF THE ORIGINAL SALE AND REMEDIES THERE UNDER ARE LIMITED TO REFUND OF THE PURCHASE PRICE PAID TO MANUFACTURER, REPAIR, OR REPLACEMENT AT THE OPTION OF MANUFACTURER. SOME PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

DISPUTE RESOLUTION AND ARBITRATION: If any dispute occurs between the parties relating to the application, interpretation, implementation or validity of this Agreement, the Parties agree to seek to resolve the dispute or controversy through mediation with the Canadian Arbitration Association before pursuing any other proceedings. Nothing herein shall preclude any Party from seeking injunctive relief in the event that the Party perceives that without such injunctive relief, serious harm may be done to the party. Any Party to the dispute may serve notice on the others of its desire to resolve a particular dispute by mediation. The mediator shall be appointed by agreement between the Parties or, if the Parties cannot agree within five days after receipt of the notice of intention to mediate, the mediator will be appointed by the Canadian Arbitration Association. The mediation will be held at Waterloo, Ontario. The Parties agree to attempt to resolve their dispute at mediation. The costs of the mediator shall be shared equally by the Parties. If the dispute has not been resolved within thirty days of the notice of desire to mediate, any Party may terminate the mediation and proceed to arbitration as set out below.

Subject to the mediation provisions set out above, if any dispute or controversy occurs between the Parties relating to the interpretation or implementation of any of the provisions of this Agreement, the dispute will be resolved by arbitration at the Canadian Arbitration Association pursuant to the general Canadian Arbitration Association Rules for Arbitration. Any Party may serve notice of its desire to refer a dispute to arbitration. The arbitration shall be conducted by a single arbitrator. The arbitration shall be held in Waterloo, Ontario. The arbitration shall proceed in accordance with the provisions of the Arbitration Act of Ontario. The decision arrived at by the arbitrator shall be final and binding and no appeal shall lie therefrom. Judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The costs of the arbitrator shall be divided equally between the parties.

Owner: _____

Address: _____

Signature: _____ Dated: _____

