

Congratulations!

THANK YOU FOR YOUR PURCHASE OF AN IMAGINE POOLS™ SWIMMING POOL.

We have set out in this Handbook some important information that you should be aware of in order to protect and maintain your Imagine Pools™ swimming pool. Please read this Handbook and keep it in a safe place as a point of reference. If you maintain your Imagine Pools™ swimming pool correctly, it will provide you with years of fun and enjoyment.

Your Imagine Pools™ swimming pool is covered by warranties for the purchaser of the swimming pool. In order to preserve the warranties there are some basic steps that are set out in this Handbook that you need to undertake in order to maintain your warranties (refer to the Warranty section in this Handbook for the complete conditions that apply).

You will find a Warranty Card enclosed in the packet sent to you. In order for you to have a valid warranty you must post the Warranty Card to us within 3 months of receiving this letter. You should have also received a stamped, self-addressed envelope to use in returning the completed Warranty Card.

Important notes on water maintenance

Maintaining the quality of the water in your Imagine Pools™ swimming pool is critical for the following reasons:

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

We wish you and your family good health and happiness, and hope that your Imagine Pools™ swimming pool provides you with many years of family fun and enjoyment.

Kindest Regards,
The Team at Imagine Pools™

Imagine Pools™ provides the following warning:

- In no event shall the manufacturer or any entity affiliated with Imagine Pools™ be held liable for damage to property, lost profits, injury, injury to goodwill and or any other special incidental or consequential damages resulting from advice or instructions contained in this Handbook.
- Always refer to the Owner Instructions provided to you by the supplier for the correct operating procedures of all pool equipment, supplies and the use of chemicals.
- This manual is provided as “suggestions” only.

Imagine Pools™ provides the following Notice and Disclaimer to customers of the non-relationship between Dealer and Manufacturer hereinafter referred to as “Imagine Pools™”:

- This notice and disclaimer is made to all retail customers and buyers of products manufactured by Imagine Pools™. You are by this notice advised that independent Dealers and dealerships sell products manufactured by Imagine Pools™.
- Each Dealer is an independent business, which is completely separate from the manufacturer of Imagine Pools™. Each Dealer is an independent contractor, and no Dealer is an owner, agent (in fact or law), or employee of Imagine Pools™, the manufacturer.
- Imagine Pools™, the manufacturer, hereby disclaims any liability for an intentional or negligent act by any Imagine Pools™ Dealer or dealership or any damage to any Imagine Pool™ caused by an act of any Dealer or dealership. Imagine Pools™ will not be responsible or liable for any damages caused by any Dealer or dealership.
- Imagine Pools™, as the manufacturer, offers a separate warranty to all customers and buyers of Imagine Pools™ swimming pools. That warranty offered by Imagine Pools™, the manufacturer, is separate and apart from other or additional warranty or guarantee offered by any Dealer or dealership.
- Any statement in any advertisement, literature, brochure, or website should not be interpreted or construed to expressly or impliedly create any relationship between Imagine Pools™ and any Dealer or dealership contrary to this notice and disclaimer.

Serious injury and death can result from unsafe use of pools, pool equipment and associated products. The following are some examples.

Drowning

In the US, each year, nationwide, about 300 children under 5 years old drown in swimming pools, usually in a pool owned by their family. In addition, more than 2,000 children in that age group are treated in hospital emergency rooms for submersion injuries. The water depth of any pool is sufficient for drowning to occur.

For additional information or publications released by the U.S. Consumer Product Safety Commission on preventing child drownings, please visit www.cpsc.gov.

Paralysis

Diving or sliding, alcohol consumption, horseplay, or roughhousing in and around swimming pools 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 pool 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 Execution

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).

Important: Establish safety rules for the use of your swimming pool and enforce them. Help ensure your family and guests are not victims of any of these unfortunate accidents.

The following is a list of Safety Tips to help in preventing a drowning. Please also visit the United States Consumer Product Safety Commission website at www.cpsc.gov for further information.

- Always watch your children and never leave them unattended.
- Do not allow anyone of any age to swim alone no matter how experienced they are as swimmers.
- Accidents can occur in a swimming pool and even the most experienced swimmers are at risk of drowning.
- 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 can count.
- Share 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 at least 60 inches tall around your pool that isolates access to the pool and/or spa
- 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 sounds 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.
- 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 Guidelines

Imagine Pools™ swimming pools and spas are not designed as diving pools or pools to jump into. This means that each Imagine Pools™ swimming pool is not designed for users to dive or jump into. Instead, pre-molded steps are designed into all swimming pools to enable access both in and out of the swimming pool. The only pool that is an exception is The Celebration™ model, which have been designed for carefully jumping into the deep end of the swimming pool under safe conditions.

Imagine Pools™ are designated as a non-diving or jumping pool and therefore **no diving or jumping of any type should be performed in any Imagine Pools™ swimming pool. Diving or jumping into the pool could result in serious injury, paralysis or death.**

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 www.imaginepools.com to ascertain which pool you have installed.

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 head first 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.

Pool Slide Guidelines

Imagine Pools™ swimming pools and spas are not designed for pool slides. This means that each Imagine Pools™ swimming pool is not designed for the installation and use of a pool slide. Installing a slide into a Imagine Pools™ swimming pool could result in serious injury, paralysis or death.

Other Safety Guidelines

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

Pool Fencing

It is critical for everyone's safety that you are aware of 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. It is critical that you investigate with your local Council or Authority the fencing laws that apply to your location.



Overview

It is important to be aware that untreated or improperly treated pool water can be a health threat that could cause serious injury or death. Chemically balanced and sanitized water, on the other hand, will provide a healthy and visually appealing environment for you, your family and friends.

Pool water can be contaminated with algae and bacteria 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™ swimming pool itself and pool equipment;
- + Sanitizing the water to oxidize contaminants;
- + Filtering the water to remove oxidized contaminants;
- + Regular testing and balancing your water to ensure that all acceptable levels are being maintained.



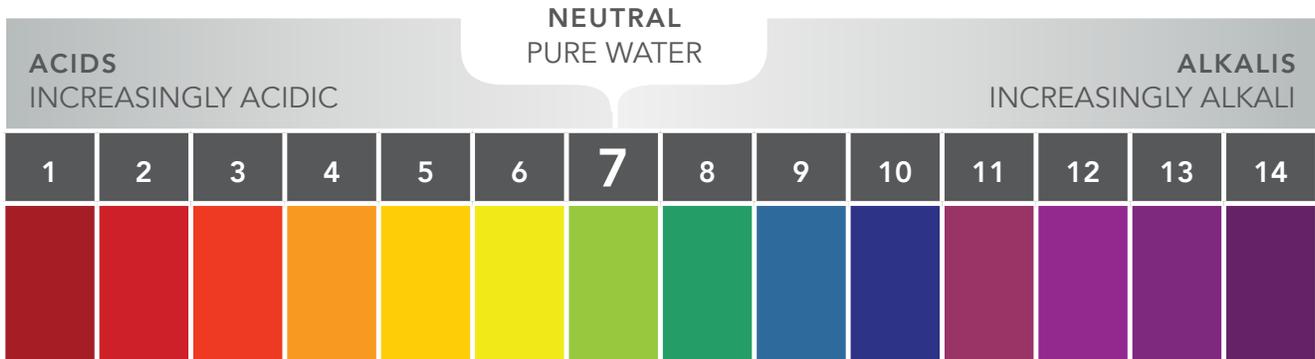
Water Balance

Your Imagine Pools™ swimming pool is a water container and the water it contains must be suitable for the Swimmers and pool users and for your Imagine Pools swimming pool.

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 pool surface and equipment. At the other end of the scale, high chemical levels will precipitate from the water and damage the pool surface and equipment.

Out of balance water can therefore cause expensive damage to your Imagine Pools™ swimming pool and equipment, and may also inhibit the sanitation process. In simple terms, a scientific water balance program suggests that you should balance the following variables:

- + 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.

With pool water we are seeking a pH balance suitable to the pool users, the Imagine Pools™ swimming pool and the sanitizer used. Imagine Pools™ strictly recommends a pH level of between 7.2 and 7.6.

Topping off your pool, heavy rain, heavy bathing loads and chemical additions can all change the pH level of your pool water. pH must be kept within the operating range; if the pH is too high or too low it could cause swimmer discomfort, interference and damage to your Imagine Pools™ swimming pool.

Regardless of the chlorine type or chlorinator process you use, any pH drift above 7.2 to 7.6 will inhibit the sanitizing effect of your chlorine and damage your Imagine Pools™ swimming pool. In that regard, in order to maintain your Imagine Pools™ Warranty on your Imagine Pools™ swimming pool, you must maintain a pH level of 7.2 to 7.6. You must keep a monthly written record of the levels in the pool in order to not invalidate your warranty.

HIGH pH LEVELS CAN CAUSE:

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

Total Alkalinity

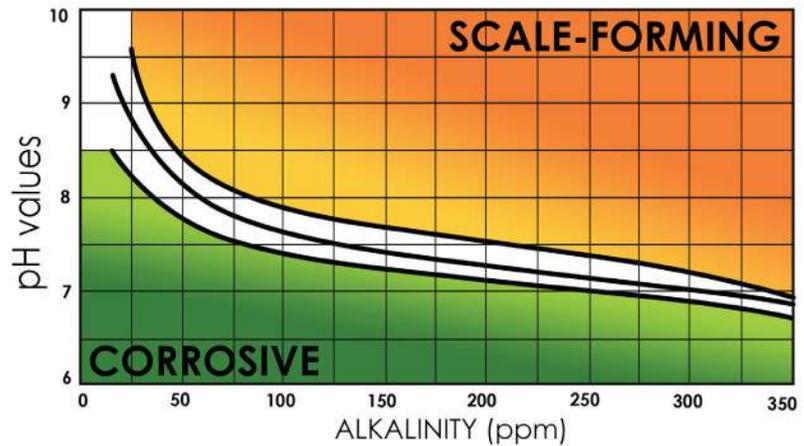
This is a measure of bicarbonates, carbonates and hydroxides in your water. The recommended range is 80 to 120 parts per million with 100 parts per million being ideal. In that regard, in order to maintain your Imagine Pools™ Warranty on your Imagine Pools swimming pool, you must maintain the total alkalinity between 80 to 120 parts per million. You must keep a monthly written record of the levels in the pool in order to not invalidate your Imagine Pools Warranty.

Lower total alkalinity will lead to the water attacking the walls of the Imagine Pools™ swimming pool. 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.

THE RELATIONSHIP BETWEEN pH & Total Alkalinity

There is a relationship between pH and total alkalinity, and because of this, these two chemical components need to be adjusted together. The levels you are seeking to maintain are:

- + pH between 7.2 to 7.6
- + Total alkalinity between 80 to 120 part per million



Acid is used to lower pH. An example is hydrochloric acid. Both 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 pool. Note that the filter should be running during addition and at least for 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 pool is to calcium leaching. When the pH is maintained between 7.2 and 7.6 the calcium is balanced in the water. Calcium levels should be maintained between 150 – 200 parts per million.

When the pH rises above 7.6, calcium begins to leech out of the water and cling to the swimming pool 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 solution creating a layer of scale is a pH of 7.6 or higher and calcium hardness over 150 parts per million. The higher the levels, the more pronounced the problem will be. **The current guidelines being used for adding calcium to water are based on concrete pool guidelines. There should really be no reason why you should add calcium chloride to your water for an Imagine Pools™ swimming pool.**

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

If a swimming pool is exposed to high pH levels then 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 swimming pool is exposed to high pH levels and a discoloration starts to occur the problem can be treated in the early stage, say 1 to 3 months, with chemical treatments.

If the swimming pool is maintained with very high pH over a period of time, longer than 3 months then the problem can turn severe. The calcium begins to combine with the pool 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 pool surface and causes the surface to appear significantly lighter especially when dehydrated. In advanced cases the calcium chloride is so bad that the pool even when hydrated (full of water) still shows the whitening.

If the pool has advanced calcium chloride but the gelcoat returns to normal when hydrated, then the pool 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 has severe damage by scale and it is visible when hydrated then the solution is to remove the scale from the surface of the pool. To date we have not been able to identify a chemical solution for the scale removal. As a result, the surface needs to be buffed and polished to remove the scale build up and then to restore the luster of the pool surface. It is however very important that you speak with your builder before draining the pool (**see section: "Important Information: Do Not Empty Your Swimming Pool"**).



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);
- + Salt water chlorinators – these units produce chlorine through electrolysis of salt in the pool water.

Whatever form of chlorine you use, for it to work requires the pH to be in the correct range, and sufficient quantities of chlorine. It is recommended that free chlorine levels are maintained between 1 to 2 parts per million. Chlorine levels should not exceed 5 parts per million as this can damage the Imagine Pools swimming pool. To check Free Available Chlorine use a DPD test kit.

Stabilizer

Ultra-violet light attacks chlorine. Stabilizing pool 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. Stabilizing the water is strongly recommended in all outdoor pools. For the initial stabilizing of a new pool, you want to achieve the recommended level of 30 to 50 parts per million.

Stabilizer is lost through splash out and backwashing of the filter, and so 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 to the pool, always add chemicals to the water - never water to chemicals. Never mix chemicals with other chemicals. Explosions have been known to occur resulting in injury or death.



Skimmer

Your Imagine Pools™ swimming pool (also known as a Fiber-Reinforced Composite Pool) will 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 in order 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 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 off the pump 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 3-4 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.

Please don't wander off while you're backwashing because the water could quickly drop below the level of the skimmer box and run the pump dry. *Please refer to the Manufacturer's Operation Manual for specific operation and maintenance instructions.*

Cartridge Filter

The cartridge filter has to be removed from its housing in order to clean it. Usually this 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're back in business. *Please refer to the 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. *Please refer to the Manufacturer's Operation Manual for specific operation and maintenance instructions.*

Other sanitizing systems are also available. *Please refer to these specific Manuals for 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's 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. Thus, the cycle is complete and if you run your filtration system the correct amount of time according to the size of the pool, 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 your Imagine Pools™ Warranty. Imagine Pools™ swimming pools are designed to be a membrane in the ground between the earth and the water.

To remove the support of either the earth or part of the water will place enormous strain on the structural integrity of the Imagine Pools™ swimming pool resulting in possible damage to the structure of the pool.

Emptying or lowering the water below the skimmer box should only be done under the supervision of your Imagine Pools™ pool builder. If in doubt, contact the manufacturer, Imagine Pools™ for advice.

If you empty your Imagine Pools™ swimming pool without the supervision of an Imagine Pools™ manufacturing representative and damage occurs, then your swimming pool will not be covered by the Imagine Pools™ Warranty.

Standpipe / Sump Tube

Your Imagine Pools™ swimming pool should have been installed with a standpipe / sump tube. This is a pipe that travels to the bottom of the Imagine Pools™ swimming pool and enables you to measure the height of any underground water. The standpipe/ sump tube 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 your swimming pool may cause structural damage to your Imagine Pools™ swimming pool that will not be covered by the Imagine Pools™ Warranty.

Drainage

It is important that when you are installing your swimming pool and undertaking any landscaping work that you keep in mind the drainage of surface water. You must ensure that surface water does not run towards your swimming pool but rather away from the swimming pool. You must install sufficient drainage to keep the area around your swimming pool free of heavy surface and sub-surface water.

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

Modifications and Repairs

The good thing about an Imagine Pools™ swimming pool is that it is relatively simple to repair should any damage occur.

A certified Imagine Pools™ technician can only undertake repairs on an Imagine Pools™ swimming pool. Should you have any repair issues please contact Imagine Pools™ directly. To have repairs undertaken by someone not authorized by Imagine Pools™ may void your Imagine Pools™ Warranty. Please note that all warranty claims must be received in writing and accompanied by supporting information including pictures.

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 insure 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 your Imagine Pools™ Dealer recommendation for winterization. This will vary due to climate.



Imagine Pools Manufacturing North America Inc. (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 C(4) below) (as applicable, the "Retail Purchaser") of its products listed below on the following terms:

A. STRUCTURAL LIMITED WARRANTIES

1. **Structural Limited Warranties.** Subject to the exclusions and conditions listed herein, Imagine Pools warrants the structural soundness of its Fiber-Reinforced Pool shell ("Composite 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 Composite Pool (but in no event less than 35 years) so long as the Composite Pool is owned by the Retail Purchaser. Subject to the exclusions and conditions listed herein, Imagine Pools warrants the structural soundness of its Standard Pool shell ("Standard Pool" and, together with the Composite Pool, the "Pool") against water loss caused by defects in manufacturing workmanship and materials (but not against water loss caused by osmosis) for a period of 20 years from the date of purchase by the Retail Purchaser so long as the Standard Pool is owned by the Retail Purchaser (the "Standard Pool Limited Warranty" and, together with the Composite Pool Limited Warranty, the "Structural Limited Warranty").

2. **Required Retail Purchaser Actions Under Structural Limited Warranty.** To obtain Structural Limited Warranty services, the Retail Purchaser must (a) return a completed warranty card prior to any Structural Limited Warranty services and within six (6) months of delivery of the Pool; (b) notify Imagine Pools in writing within seven (7) days of becoming aware of a potential Structural Limited Warranty claim; (c) provide Imagine Pools and/or its affiliates, agents or subcontractors a reasonable opportunity to inspect the Pool and the installation or use thereof and records kept in connection therewith and (d) have paid Imagine Pools or its designated sales affiliate the Purchase Price (as defined in Section (C)(3)) for the Pool in full (collectively, the "Retail Purchaser Structural 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

3. **Exclusions to Structural Limited Warranty.** The Structural Limited Warranty shall not apply in connection with any of the following:

- (a) failure to complete any of the Retail Purchaser Structural Limited Warranty Actions above;
- (b) 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, underground springs, underground obstructions, tree roots or heavy water flow into the Pool;
- (c) installation, repairs, alterations or other work by someone other than an authorized Imagine Pools dealer;
- (d) failure to install the Pool level and/or in accordance with Imagine Pools' installation guidelines and engineering specifications and all applicable codes, laws, rules and regulations;

- (e) normal wear and tear, mistreatment, abnormal use of the Pool, neglect, or alteration;
- (f) damages caused or contributed to by accident, abuse (whether chemical, accidental or deliberate), misuse or exposure to fire or hazards of nature;
- (g) failure to comply with any written guidelines, specifications or instructions contained in the Imagine Pools swimming pool handbook provided to the Retail Purchaser, including without limitation with respect to Pool maintenance and the use of proper chemicals;
- (h) if the Pool is emptied to a level less than the skimmer box or by more than thirty percent (30%) of the water capacity of the Pool (whichever is the lesser) without the prior written consent of Imagine Pools;
- (i) if the Pool is allowed to overflow with water;
- (j) failure to maintain a monthly written record of the water levels in the Pool, 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);
- (k) failure to maintain the pH level of the water in the Pool between 7.2 and 7.4, the total alkalinity level between 80 to 120 parts per million and/or the free chlorine level between 1 and 3 parts per million;
- (l) damages caused or contributed to by the water chemistry in the Pool outside of any standard operating water conditions set forth in the Imagine Pools swimming pool handbook provided to the Retail Purchaser;
- (m) damages or alterations caused or contributed to by the use of improper or incorrect chemicals;
- (n) failure to maintain the Pool in good order and condition;
- (o) 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 Pool;
- (p) the coping (top edge around the perimeter of the Pool), which is not considered part of the Pool for Limited Warranty purposes and which Imagine Pools recommends be covered with concrete, pavers, tiles or other suitable covering subject to applicable conditions;
- (q) any equipment used in connection with the Pool or any other accessories or surrounds, including without limitation waterfalls or fountains and decks, concrete, wood, masonry or other surrounds;
- (r) changes in color, fading of color or stains of the internal gelcoat finish of the Pool or the external finish of the Pool;
- (s) damages sustained during or as a result of loading, transporting or unloading by the Retail Purchaser or a third party;
- (t) 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;
- (u) any goods or components not manufactured by Imagine Pools or its affiliates;
- (v) surface cracking and surface imperfections on the internal and external surface finish of the Pool;
- (w) damages caused or contributed to by inadequate site drainage or incorrect deck installation;
- (x) damage to or failure resulting from any attachments to the Pool such as fittings, skimmers, piping, lighting fixtures, wiring, rails, ladders, slides or any other accessories; or
- (y) problems or damages with a Standard Pool caused or contributed to by osmosis.

B. SURFACE LIMITED WARRANTY

1. Surface Limited Warranty. Subject to the exclusions and conditions listed herein, Imagine Pools warrants the surface of its 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 "Surface Limited Warranty"). This 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 its affiliates in accordance with the pool chemistry guidelines be used. The use of improper or incorrect chemicals voids the Surface Limited Warranty.

2. Required Retail Purchaser Actions Under Surface Limited Warranty. To obtain Surface Limited Warranty services, the Retail Purchaser must (a) return a completed warranty card prior to any Surface Limited Warranty services and within six (6) months of delivery of the Pool; (b) notify Imagine Pools in writing within seven (7) days of becoming aware of a potential Surface Limited Warranty claim; (c) provide Imagine Pools and/or its affiliates, agents or subcontractors a reasonable opportunity to inspect the Pool and the installation or use thereof and records kept in connection therewith; and (d) have paid Imagine Pools or its designated sales affiliate the Purchase Price (as defined in Section (C)(3)) for the Pool in full (collectively, the "Retail Purchaser Surface 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

3. Exclusions to Surface Limited Warranty. The Surface Limited Warranty shall not apply in connection with any of the following:

- (a) failure to complete any of the Retail Purchaser Surface Limited Warranty Actions above;
- (b) 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 Pool;
- (c) installation, repairs, alterations or other work by someone other than an authorized Imagine Pools dealer;
- (d) failure to install the Pool level and/or in accordance with Imagine Pools' installation guidelines and engineering specifications and all applicable codes, laws, rules and regulations;
- (e) normal wear and tear, mistreatment, abnormal use of the Pool, neglect, or alteration;
- (f) damages caused or contributed to by accident, abuse (whether chemical, accidental or deliberate), misuse or exposure to fire or hazards of nature;
- (g) failure to comply with any written guidelines, specifications or instructions contained in the Imagine Pools swimming pool handbook provided to the Retail Purchaser, including without limitation with respect to Pool maintenance and the use of proper chemicals;

3. Exclusions to Surface Limited Warranty. The Surface Limited Warranty shall not apply in connection with any of the following:
- (a) failure to complete any of the Retail Purchaser Surface Limited Warranty Actions above;
 - (b) 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 Pool;
 - (c) installation, repairs, alterations or other work by someone other than an authorized Imagine Pools dealer;
 - (d) failure to install the Pool level and/or in accordance with Imagine Pools' installation guidelines and engineering specifications and all applicable codes, laws, rules and regulations;
 - (e) normal wear and tear, mistreatment, abnormal use of the Pool, neglect, or alteration;
 - (f) damages caused or contributed to by accident, abuse (whether chemical, accidental or deliberate), misuse or exposure to fire or hazards of nature;
 - (g) failure to comply with any written guidelines, specifications or instructions contained in the Imagine Pools swimming pool handbook provided to the Retail Purchaser, including without limitation with respect to Pool maintenance and the use of proper chemicals;
 - (h) if the Pool is emptied to a level less than the skimmer box or by more than thirty percent (30%) of the water capacity of the Pool (whichever is the lesser) without the prior written consent of Imagine Pools;
 - (i) if the Pool is allowed to overflow with water;
 - (j) failure to maintain a monthly written record of the water levels in the Pool, 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);
 - (k) failure to maintain the pH level of the water in the Pool between 7.2 and 7.4, the total alkalinity level between 80 and 120 parts per million, the calcium level between 150 and 200 parts per million, and/or the free chlorine level between 1 and 3 parts per million;
 - (l) damages caused or contributed to by the water chemistry in the Pool outside of any standard operating water conditions set forth in the Imagine Pools swimming pool handbook provided to the Retail Purchaser;
 - (m) damages or alterations caused or contributed to by the use of improper or incorrect chemicals;
 - (n) damages or alterations caused or contributed to by chlorine tablets resting on the surface of the Pool;
 - (o) failure to maintain the Pool in good order and condition;
 - (p) the coping (top edge around the perimeter of the Pool), which is not considered part of the Pool for Limited Warranty purposes and which Imagine Pools recommends be covered with concrete, pavers, tiles or other suitable covering subject to applicable conditions;
 - (q) minor to moderate pigmentation changes in color, fading of color or stains of the internal gelcoat finish of the Pool or the external finish of the Pool;
 - (r) damages sustained during or as a result of loading, transporting or unloading by the Retail Purchaser or a third party;
 - (s) surface cracking and surface imperfections on the internal and external surface finish of the Pool;
 - (t) damages caused or contributed to by inadequate site drainage or incorrect deck installation;

- (u) damage to or failure resulting from any attachments to the Pool such as fittings, skimmers, piping, lighting fixtures, wiring, rails, ladders, slides or any other accessories; or
- (v) problems or damages with a Standard Pool caused or contributed to by osmosis.

C. OTHER CONDITIONS. The following shall apply in connection with the Limited Warranty, including both the Structural Limited Warranty and the Surface Limited Warranty:

1. **DAMAGES LIMITATION.** THE LIMITED WARRANTY DOES NOT COVER THE COST OF REMOVAL, REINSTALLATION, TRAVEL, LODGING, LOSS OF TIME OR USE OF THE POOL, 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 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.

2. **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.

3. **REMEDIES.** If the Limited Warranty is applicable, Imagine Pools shall, at its option, either repair or replace the defective Pool, 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 the Pool, 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 Pool or chemically condition the Pool water. The Retail Purchaser is responsible for draining and bracing the Pool, and for removing all hydrostatic (ground water) from around the Pool. Warranty repairs may (a) require modification to the Pool, including without limitation modification to the length, width, depth or texture of the Pool; (b) require the removal or sanding off of the non-skid finish of the Pool and the reapplication thereof; and/or (c) result in a different appearance of the repaired area from the original condition of the Pool, 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 POOL.

3. REMEDIES (CONT). FOR THE AVOIDANCE OF DOUBT, THE “PURCHASE PRICE” PAID TO IMAGINE POOLS OR ITS DESIGNATED SALES AFFILIATE FOR THE POOL MEANS EITHER (A) THE WHOLESAL 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 POOL 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 POOL 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.

4. TRANSFER OF LIMITED WARRANTY. The Retail Purchaser may transfer the Limited Warranty within five (5) years of the date the Pool 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 swimming pool handbook and Limited Warranty from Imagine Pools.

5. 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. Buyer agrees that the disclaimers in Section (C)(2) above shall apply equally to such goods or materials manufactured by third parties.

6. APPLICATION OF STATE OR PROVINCIAL LAWS. 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.

7. SOLE AGREEMENT. This Limited Warranty is accepted by the Retail Purchaser with the understanding that it is the sole warranty offered by Imagine Pools or its affiliates applicable to the Pool 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 subject matter herein.

