

GENERAL WARRANTY

Scope of Warranty Pertaining to Liners for Above-Ground and In-Ground Pools

1. This warranty applies solely to liners manufactured by Ocean for above-ground and in-ground pools. This document does not include warranties pertaining to liner installation, pool components and their installation, and other pieces of equipment such as the pump, water heater and filter.

Ocean's Warranty Pertaining to Pool Liners

2. For the purposes of this warranty pertaining to pool liners, a manufacturing defect (hereinafter referred to as Manufacturing Defect or Manufacturing Defects) is a defect that (a) seriously impairs the quality, safety, or use of the liner, or (b) renders the liner unsuitable for its intended use, or that severely diminishes its utility. However, the instances of damage or deterioration described in Section 8 do not result from Manufacturing Defects and shall in no way impose any liability on Ocean.

Ocean's Warranty Period Pertaining to Pool Liner Manufacturing Defects

3. Ocean's warranty regarding pool liner Manufacturing Defects enters into effect on the purchase date of the liner as indicated on the purchase invoice and expires at the end of the 10th year following the purchase date. With the termination of the warranty following the expiration of the 10th year period, Ocean shall be released from all liability regarding the damage, wear, repair or replacement of the liner and the Customer shall assume all costs pertaining to the repair and replacement of the liner, regardless of the causes and circumstances requiring such repairs or replacement.

Notifying Ocean of any Possible Installation Defect

4. The Customer must notify Ocean promptly in writing of any liner-related anomalies or particularities that could indicate a possible Manufacturing Defect and provide Ocean a purchase receipt with a sufficiently detailed description and supporting photos of the observed anomaly or particularity, as well as with the identification seal pasted to the back of the liner. Such notification must be received by Ocean within two weeks following the appearance of the observed anomaly or particularity. Any undue notification delays will void the warranty or reduce its scope. Upon receiving the notification, a technician will review the situation and Ocean will inform the Customer whether the liner has an Installation Defect or not, and, if applicable, will inform the Customer of any repairs to be made to the liner to correct the Manufacturing Defect.

Repairing Liner Manufacturing Defects in the First Two Years of the Warranty Period

5. If a review of the situation, as described in Section 4, determines that the liner requires repairs to correct a Manufacturing Defect, and if said repairs are carried out within the first two years of the warranty period, for such liner repairs, and solely liner repairs, Ocean will pay costs related to the repair or replacement of the liner. This expense should be approved by Ocean prior to any repair or replacement being made. If the liner repairs require travel, the modification and repair of structures, earthwork, landscaping, equipment or devices other than the liner, the cost of the aforementioned travel, modification and repair of structures, earthwork, landscaping, equipment and devices shall be incurred by the Customer.

Determining Repair Costs for Manufacturing Defects Repaired Between the Start of the Third Year of the Warranty Period Following the Pool's Installation and the End of the 10th Year of the Warranty

6. If the review mentioned in Section 4 determines that repairs are required to correct Manufacturing Defects, and if said repairs are undertaken between the start of the third year of the warranty and the end of the 10th year of the warranty, Ocean shall prepare a cost estimate for materials. The Customer shall assume all labour and freight costs, while the cost of materials shall be divided on a pro-rated basis between Ocean and the Customer as described in Appendix 1 of this document.

Allocation of Repair Costs for Manufacturing Defects Repaired Between the Start of the Third Year of the Warranty Following the Pool's Installation and the End of the 10th Year of the Warranty

7. The cost of materials used to repair a Manufacturing Defect between the start of the third year of the warranty and the end of the 10th year shall be divided between the Customer and Ocean as follows. The Customer's share will correspond to the cost of materials used in the liner repair multiplied by the percentage representing the amortized value of the liner. Ocean's share will correspond to the cost of the repair multiplied by the percentage representing the non-amortized value of the liner. In regard to the cost of materials, the table in Appendix 1 shows the years covered by warranty in which the repairs are performed and the percentages representing the amortized and non-amortized values of the liner.

Warranty Exclusions

8. The following instances of damage, deterioration and breakage are not caused by liner Manufacturing Defects and shall in no way impose any liability on Ocean :

- a) Liner damage caused by defects in materials and equipment furnished and installed by the Customer.
- b) Liner damage caused by pieces of equipment furnished and installed by the Customer that impede or interfere with the normal operation of the pool.
- c) Liner damage caused by a significant amount of accumulated water in the ground, the effect of keeping the pool entirely empty, a deep freeze or the effects of the freeze/thaw cycle.
- d) Damage resulting from an installation performed by the Customer and his or her agents that fail to comply with Ocean standards as described in the In Ground or Above Ground Liner Instructions Guide.
- e) Damage resulting from acts of God or force majeure, including, but not limited to, lightning, flooding, the overflow of moving or stationary bodies of water, earthquakes, shifting ground or exceptional climatic conditions such as a deep freeze or heavy downpour.
- f) Damage resulting from inadequate maintenance and improper use of the pool, as well as from removals, modifications or additions carried out by the Customer. In particular, but without limiting the scope of the preceding, customers are made aware of types of damage that result from improper care and that are the responsibility of the customer; these include damage caused by improper winterizing, poor water quality (including acidity outside the acceptable range), leaving the pool empty, improper drainage and the winter blanket and its fasteners.

g) Liner damage resulting from winterizing the pool prior to the end of September or turning off the filtration system prior to winterizing the pool.

h) Liner damage due to not checking the liner's watertightness when winterizing the pool and, if applicable, not repairing all leaks in the liner prior to winterizing the pool.

i) Liner damage due to the poor condition of the wall or the structure.

j) Deterioration resulting from normal wear and tear of the liner.

k) Normal behaviour of liner materials, such as shrinkage, cracks, and discoloration of certain elements.

l) Liner damage resulting from the deterioration of the pool or its foundation due to existing tree roots on the Customer's property or neighbouring lots.

m) Liner punctures and pinholes as well as tears in joints are caused by sharp or pointed objects or other carelessness by the Customer and are not covered by the warranty. However, failures in joints during the first 2 years may be due to a Manufacturing Defect, in which case the damages are covered by the liner warranty.

n) Liner damage resulting from the deterioration of the pool or its foundation due to the presence of stumps or other objects in the ground.

o) Liner damage caused by a sand bottom that has bumps, holes or furrows created by ants or worms, and generally, any damage caused by animals and insects such as, but not limited to, rats, mice, squirrels, raccoons, birds, worms, and ants.

p) Damage caused by the weight of accumulated snow or ice on the pool or liner.

q) Liner damage caused by the settling of the soil outside of the pool's perimeter.

r) Liner damage caused by the presence in the ground or elsewhere of pollutants or contaminants in any form, regardless whether they are solids, liquids, gases, microorganisms, odours, heat, vibrations, radiation, or any combination of these elements.

s) Damage caused by the pressure exerted by the winter blanket or its fastening system.

t) If Ocean is unable to provide the requested assistance after receiving service calls made late in the fall when the weather makes such requested assistance impossible, Ocean shall in no way be held liable for damages resulting from Ocean's inability to respond.

u) Damage caused by a utility service's failure to supply gas, water, or electricity.

v) Damages caused to the liner by an improperly balanced pH, excessive chlorine concentrations or inadequate adjustments to a salt-based chlorine generator.

w) A tear, a perforation, or a cut to the liner caused by an act of vandalism, a fire, any mechanical means (knife, needle, rocks, etc) or chemical means are excluded from the present warranty.

Compensation for Damage to Other Property

9. Compensation is excluded for any damage caused to property other than that governed by this warranty.

Supply of Water and Chemical Products

10. Ocean shall not assume the costs for supplying water and chemical products, including salt, when installing the pool, and shall not assume such costs if it is necessary to refill a pool that needed to be emptied to perform inspections, maintenance or repairs.

Other Conditions Affecting the Warranty

11. The warranty is suspended during the period in which the Customer is in default on debts owed to Ocean and will remain suspended as long as said debts have not been settled in full.

No Other Express, Tacit, Verbal or Written Warranties or Agreements

12. This warranty grants Ocean's customers particular rights as detailed in this document. Beyond these, Ocean does not provide any other express, tacit, verbal or written warranties. Ocean and the Customer agree that this document includes all warranty terms and conditions and that no other written, verbal or implicit agreements regarding the warranty were discussed or made by Ocean and the Customer.

Warranty Transfer

13. This warranty is not transferrable and applies only to the original retail purchaser,

The underlining of words in the section headings is intended strictly to facilitate the reading of this document and shall not be interpreted in any other way.

POOL LINER WARRANTY APPENDIX 1

YEARS	PRORATA	YEARS	PRORATA	YEARS	PRORATA
1 st	0%	5 th	50%	9 th	90%
2 nd	0%	6 th	60%	10 th	95%
3 rd	30%	7 th	70%		
4 th	40%	8 th	80%		