

# **Groupe POWERSTONE Pool Installation Warranty**

## **Limited Pool Installation Warranty**

THIS LIMITED WARRANTY explains the details of the limited warranty coverage Groupe POWERSTONE provides on your Swimming Pool Installations after they have been installed on your property. Read it carefully to ensure you are well informed about the warranty coverage for your Swimming Pool. If you have questions about that coverage, contact Groupe POWERSTONE directly for assistance.

Groupe POWERSTONE is not bound by any guarantees, warranties or representations, or any change to this Limited Warranty made by your pool, equipment or plumbing supplier, manufacturer, distributor, installer or any other person who is not an authorized corporate officer of Groupe POWERSTONE

This warranty is provided by Groupe POWERSTONE, hereinafter referred to as "the Company", to the original purchaser of pool installation services, hereinafter referred to as "the Client".

### **Important Warranty Conditions:**

If there is a valid claim during the Warranty Period, Groupe POWERSTONE's maximum liability is limited to the cost determined by Groupe POWERSTONE of repairing the work. For each job, Groupe POWERSTONE will only be responsible to repair the portion that constitutes Defective Installation Areas; not the entire job.

### **The Warranty and Any Coverages will Only Apply If:**

1. The client undergoes the annual opening and closing process with Groupe POWERSTONE throughout the entire duration of the labor warranty period.
2. The project was installed on a foundation that was excavated specifically by Groupe POWERSTONE.
3. The warranty is registered to Groupe POWERSTONE at the following link within the 1st year of installation:

4. The drywell, remains dry at all times. This is the sole responsibility of the homeowner to maintain an empty drywell. In the event that the drywell isn't empty, the warranty will be voided.

### **Coverage Duration:**

The Labour Warranty coverages are during the first two (2) years of the Installation Lifetime, Groupe POWERSTONE offers one hundred percent (100%) of the cost of the Labour Warranty.

The Plumbing Warranty coverages are during the first two (2) years of the Installation Lifetime, Groupe POWERSTONE offers one hundred percent (100%) of the cost of the Labour Warrant

### **EXCLUSIONS AND LIMITATIONS**

Without limiting any other conditions for coverage under this Limited Warranty as herein set out, Groupe POWERSTONE will not have any liability or obligation under the Limited Warranty or otherwise for the following:

1. Any damage to the interior or exterior of any property, or any property or contents within or outside any property.
2. Any damage caused by acts of God, Climate or other causes beyond Groupe POWERSTONE's control, including, without limitation, hail, hurricane, tornado, earthquake, explosion, flood, fungus contamination, solid objects falling on the property, soil shifting, ground settlement or any other causes.
3. Any costs incurred for any work, repairs (whether temporary or permanent), or replacements, unless previously authorized in advance in writing by a Groupe POWERSTONE Corporate Officer.
4. The warranty does not provide coverage for any projects located within an approximate 4-foot distance from a house, shed, building, or any auxiliary buildings/structures.
5. The warranty explicitly excludes coverage for any movement on any projects or components of a project located within an approximate 10-foot radius from any downspouts, gutter exits, hose bibs, or water faucets.

6. Groupe POWERSTONE does not provide warranty coverage for any problems with or related to the pool shell, gel coat or any pool equipment used in the project. The responsibility for warranty and support lies solely with each individual manufacturer for their respective products.
7. The warranty explicitly excludes the coverage of cracks, micro-cracks, staining, fading or any other problems with the structure of the pool. See manufacturer warranty for these coverages.
8. The warranty is voided in the case that Groupe POWERSTONE determines that a fiberglass pool has been emptied to less than 50% of its water volume capacity or the drywell was not pumped in the event of rising water.

To initiate a warranty claim, the Client must notify the Company in writing within the 2-year warranty period. The Company reserves the right to inspect and assess the reported issue before proceeding with any corrective measures.

**Remedies:**

If a covered defect is verified, the Company will, at its sole discretion, either repair or replace the affected plumbing and correct the installation issue. The cost of labor and materials required for the repair or replacement will be covered by the Company.

**Limitation of Liability:**

The Company's liability under this warranty is limited to the cost of repair or replacement of the affected plumbing and related installation services. The Company shall not be liable for any indirect, consequential, or incidental damages arising from the use of the pools or any installation issues.

**Transferability:**

This warranty is non-transferable and applies only to the original purchaser of the pool installation services.

**Governing Law:**

This warranty is governed by the laws of Canada and any disputes arising out of or related to this warranty shall be subject to the jurisdiction of the courts of Quebec, Canada.

**NO LIABILITY OR COVERAGE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES**

The Limited Warranty provides coverage only for certain limited damage to Concrete Products that is directly caused by an installation defect that significantly affects performance of the product.

IN NO EVENT SHALL GROUPE POWERSTONE OR ITS AFFILIATES/SUBCONTRACTORS BE LIABLE FOR ANY INDIRECT, ASSOCIATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

This means, without limiting the foregoing, that this Limited Warranty does not cover claims for: damages to homes or other structures, interiors, exteriors, furniture, contents, appliances, loss of income, loss of enjoyment, storage fees, economic loss, or any other loss or damage.