

LIMITED WARRANTY

azoria

1. INTRODUCTION

At Azoria, we pride ourselves on having the highest manufacturing standards, an outstanding array of colors and continuously evolving designs. We are also committed to an industry-leading customer service and thus offer the following warranty terms on our products.

The structure and gel coat of the Azoria™ Fiberglass Pool ("**Fiberglass Pool**") manufactured, distributed or otherwise sold by Aquarino inc. or by Manoaka Developments Incorporated (known as Dolphin Fiberglass Pools Canada), jointly doing business and hereinafter referred to as "**Azoria**" are covered by the terms of this AZORIA™ XCLUSIVE PROTECTION™ WARRANTY. This Warranty applies to Fiberglass Pools purchased and installed within Canada and the continental zones of the United States on or after January 1st, 2025.

As original purchaser of the Fiberglass Pool or authorized transferee of this Warranty ("**Owner**" or "**you**"), please read this document carefully, as it outlines important warranty conditions, some exclusions from coverage as well as the procedure to file a claim.

This Warranty is the sole warranty granted by Azoria on the Fiberglass Pool. No contractor, installer, or any other person who is not an authorized representative of Azoria has the authority to modify or to extend this Warranty.

2. SCOPE OF APPLICATION

This Warranty is twofold:

1. Warranty covering water loss due to structural failure such as fracture, crack or other similar manufacturing defects affecting the elements and materials that form the fiberglass framework of the Fiberglass Pool to ensure its shape and structural integrity ("**Structural Warranty**");
2. Warranty covering the top finish coat or gel coat of the Fiberglass Pool against osmosis blistering ("**Aquaradiance Gel Coat Warranty**")

(altogether the "**Warranty**")

The Warranty applies to new first-quality Fiberglass Pools for residential use only, to the exclusion of products sold as "blemished" or "as is".

Please note that Azoria does not provide warranty coverage on Fiberglass Pool equipment and accessories, including without limitation filtration system, pump, heat pump and lighting that is not part of the shell, as they are not sold and/or installed by Azoria. Please refer to your installer or retailer for any claim related to the foregoing.

Any conventional warranty pertaining to the installation of the Fiberglass Pool is contained in your installation contract with the installer or retailer. Please refer to it for more information on the applicable terms and conditions, as Azoria does not install the Fiberglass Pools. If any warranties are issued by the installer or retailer, these are independent from this Warranty and Azoria shall have no liability in relation thereto.

3. STRUCTURAL WARRANTY

The Fiberglass Pools are covered for their normal lifetime by a Structural Warranty of thirty (30) years, calculated from the date of the installation.

The Owner is responsible for fulfilling the following obligations, as a precondition for the application of the Structural Warranty:

- The pool must be filled up to three quarters (3/4) of the skimmer within 8 hours of its' installation. This water level must always be maintained.
- The pool always remains full of water. Azoria Fiberglass Pools should NEVER be emptied.
- Verify the drywell regularly (suggested: once per week or more frequently, every 2-3 days in periods of heavy rainfall and/or rapid snow melting) to ensure that any water accumulation is evacuated via submersible pump. The water level in the drywell should never surpass the water level in the pool.
- Landscaping work around the pool must be completed before the winter season to prevent the shell from lifting (freeze/thaw effect).
- It is essential that winterization instructions provided by the manufacturer are strictly adhered to. Consult the maintenance manual provided upon installation completion for further information on this matter.
- Ensure that a certified electrician connects and installs all electrical components to run the pool accessories and retain evidence of such work.
- Avoid adding equipment or components to the Fiberglass Pool not sold with the pool, without prior written authorization from Azoria.
- Prevent spillage of any chemical matters that could affect the integrity of the structure of the Fiberglass Pool, causing perforation, discoloration, or other chemical reactions.

The Structural Warranty is subject to the following specific exclusions:

- Inadequate drainage allowing ground water to accumulate under and/or around the pool causing hydrostatic pressure under and around the pool shell;
- Movement of machinery around the perimeter of the pool as well as installation of materials
- Water loss due to failure of pipe fitting, inlet fittings, outlet fittings, solar connections, manifold, skimmer, hydrostatic valve relief, light fittings or anything connected to the Fiberglass Pool;
- Failure to maintain the water level above the skimmer outlet of the Fiberglass Pool or by more than thirty percent (30%) of the water capacity of the Fiberglass Pool, even during winter;
- Allowing the water level within the Fiberglass Pool to overflow or water drainage to overrun deck into the Fiberglass Pool;
- Allowing ground water to accumulate under and/or around the Fiberglass Pool;
- Any breakage, alteration or perforation caused by a reaction with any incompatible chemical product;
- Damage or alterations caused or contributed to by chlorine tablets;

- The coping (top edge around the perimeter of certain models), which is not considered part of the Fiberglass Pool for the purpose of this Warranty and which Azoria recommends be covered with concrete, pavers, tiles or other suitable covering.

4. AQUARADIANCE GEL COAT WARRANTY

The Aquaradiance Gel Coat Warranty is granted for a period of seven (7) years, calculated from the date of the installation.

The Owner is responsible for fulfilling the following obligations, as a precondition for the application of the Aquaradiance Gel Coat Warranty:

- Ensure that equipment and tools suitable for cleaning and maintaining the pool are used at all times in a proper manner.
- Ensure that no fragments of any metal are in the Fiberglass Pool. Any such fragments will corrode on contact with water and damage the coating of the Fiberglass Pool. The Owner will therefore be well advised not to cut or saw any fence, pavers, or concrete near the pool or leave any rusty object near or around the pool.
- Ensure not to leave clumps of tree leaves in the pool water for extended periods of time or any other residue that may discolor the water or stick to the pool siding.
- Cover the horizontal beam of the Fiberglass Pool (“**Beam**”) with a cantilever deck, stone, brick pavers or other suitable coping material.
- Perform regular maintenance by vacuuming and frequently removing from the Fiberglass Pool of any materials, waste, residues, or plants that may be found there.
- Ensure that the Fiberglass Pool water is tested once a month by a recognized pool maintenance company or that it has the required qualifications and materials to perform such tests itself, and shall keep the results of the tests for the last three (3) years for review by Azoria.
- Before winterizing the pool, balance the chemistry of the water to avoid stains and scaling.
- Maintain the chlorination, hardness, pH and alkalinity of the water within the following parameters:
 - Chlorination: 1 ppm +/- 0.5 ppm
 - Hardness: 180 ppm +/- 20 ppm
 - PH: 7.5 +/- 0.3
 - Chlorine stabilizer: 55 ppm +/- 15 ppm
 - Alkalinity: 90 ppm +/- 10 ppm

The Aquaradiance Gel Coat Warranty is further subject to the following specific exclusions:

- Discoloration due to chemical corrosion, staining, fading, hairline cracks, surface roughness, or surface yellowing occurring post-installation. If any of these issues are apparent upon delivery of the Fiberglass Pool, Azoria must be advised immediately before the Fiberglass Pool is offloaded and accepted by the Owner.
Only in such circumstances shall Azoria be liable to investigate whether a manufacturing defect has occurred and whether the Aquaradiance Gel Coat Warranty is applicable;

- Calcium scale, whitening, mineral deposits, or rust damage caused by fragments of metal or other materials carried in one way or another in the Fiberglass Pool. Rust stains or any other change of appearance of the coating due to the use of unsuitable or non-recommended chemicals or overuse of a product otherwise used for the treatment of swimming pool water or by accidental or non-accidental spillage of any incompatible product. The listed concerns are not caused by manufacturing defects, and are thus not the responsibility of Azoria;
- Color variances, crazing, mold marks, spider cracks, chips or other inherent blemishes in the Beam; and
- Fading, staining, discoloration, cracking (including hairline cracks), or in any manner changing the appearance or texture of the gel coat other than osmotic blisters.

5. WARRANTY COVERAGE

If the Owner discovers a manufacturing defect in the Fiberglass Pool causing failure of the structure to hold/retain water due to faulty workmanship or materials used in the production process of the Fiberglass Pool, Azoria will supply all labour and materials required to either repair, or at Azoria's discretion, replace and dispose of the defective Fiberglass Pool. Please note that Azoria won't refund the purchase price of any Fiberglass Pool.

All structural repairs shall be performed by Azoria, or personnel authorized by Azoria, using the same-coloured materials as used on the original pool shell, if/when available. If the required gel coat colour materials are unavailable, Azoria will use the closest available match at that time. Repairs may require to adapt the length, width or depth of your Fiberglass Pool. The Owner will be responsible for draining and bracing the Fiberglass Pool and removing all ground water from around it.

Azoria will not be responsible for the following costs, which are excluded from the Warranty coverage:

- Costs incurred for any work, repairs (whether temporary or permanent), or replacement, or where materials used in repairs or replacements were produced or sold by someone other than Azoria, unless previously authorized in advance writing by Azoria.
- Costs associated with removal of the Fiberglass Pool and/or installation of a replacement Fiberglass Pool;
- Costs of water or chemical replacement if the Fiberglass Pool needs to be drained to do the repair;
- Loss of use, loss of time, inconvenience or similar causes.

6. WARRANTY REGISTRATION

Please register your Warranty on the Azoria website (<https://azoria.ca/warranty/>) within forty-five (45) days of installation of the Fiberglass Pool, to ensure efficient treatment of any enquiries or claim you may have during the Warranty period. A proof of purchase (invoice) and an image/photo of the Fiberglass Pool will be required for registration. If the Owner has acquired a pool shell through an authorized Azoria retailer, Azoria reserves the right to verify account balances with the respective authorized retailer before approving the Owner Warranty registration.

7. CLAIM PROCEDURE

To receive coverage under the Warranty, the following steps must be followed. This allows Azoria the opportunity to review the claim and determine if the reported condition is covered by the Warranty.

To file a claim, the Owner must:

- Register the Warranty as per article 6.
- Complete a Warranty claim form on the warranty page at Azoria.ca within thirty (30) days, calculated from the day you become aware or should reasonably have become aware of the alleged defect. The claim must include:
 - i) a valid contract of purchase and installation for your Fiberglass Pool; and
 - ii) the required clear colour photos as detailed in the form information.
- Provide Azoria and its representative(s) with access to the Fiberglass Pool in question, and the property upon which the Fiberglass Pools was installed for the purpose of investigating the claim and/or carrying out replacement or repair of the Fiberglass Pool.

Azoria will evaluate the claim upon receiving all necessary information and the outcome of the review will be communicated to the Owner.

If the Fiberglass Pool purchased by the Owner must be replaced but is no longer available at the time of the Owner's Warranty claim submission, Azoria reserves the right to substitute another Fiberglass Pool of similar characteristics and quality.

Any replaced or repaired Fiberglass Pool or any part thereof shall be covered by a Warranty for the remainder of the initial term.

8. GENERAL EXCLUSIONS

Please note that while Azoria is committed to ensuring that the Owner is satisfied with its Fiberglass Pool, no Warranty will apply in cases where it would be defective for reasons other than those expressly covered hereunder. Without limiting the generality of the foregoing, the following events are expressly excluded from the eligibility of a claim and are not covered by the Warranty:

- Damages caused by the Owner, the installer, the retailer or any other third-party, including during the laying of any concrete sidewalk, paving stones, or any other installation, repairs, alterations, or other work such as electricity and plumbing carried by someone other than an Azoria representative or authorized repair dealer;
- Damages caused by improper storage, loading/unloading and transportation, as well as improper use or use of unsuitable materials or equipment for loading/unloading or handling;
- Failure to use and maintain the Fiberglass Pool in accordance with the maintenance manual issued by Azoria or the terms of this Warranty, as well as non-respect of any oral or written instruction, warning or operation notice provided by Azoria or any of its designated dealers or authorized representatives;

- Damages attributable to any specifications, drawings, information and/or data supplied to Azoria or one of its authorized dealers or retailers by or at the direction of the Owner, whether or not accepted by Azoria;
- The Owner deliberately or negligently misrepresents or withholds any material fact from Azoria;
- The purchase price of the Fiberglass Pool was not fully paid, either to Azoria or to one of its authorized dealers;
- Any damage caused by acts of God or other causes beyond Azoria's control, including, and without limitation to, hail, hurricane, tornado, earthquake, explosion, flood, fungus contamination, solid objects falling on the property, shifting and setting of soil and/or any other causes.
- Impossibility for Azoria or one of its authorized representatives to carry out an inspection for reasons attributable to the Owner;
- Normal wear and tear.

9. LIMITATION OF LIABILITY

THE REMEDIES SET FORTH IN THIS WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AND AZORIA'S ENTIRE LIABILITY FOR ANY APPLICATION OF THE WARRANTIES SET FORTH HEREIN.

EXCEPT WHERE PROHIBITED BY LAW, THE OBLIGATION CONTAINED IN THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER OBLIGATIONS, WARRANTIES, CAUSES OF ACTION AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; AND, EXCEPT FOR THE OBLIGATIONS EXPRESSLY CONTAINED IN THIS WARRANTY OR UNDER MANDATORY LAW, LIABILITY IS EXCLUDED ANY CAUSE OF ACTION AGAINST AQUARINO INC. OR ANY OF ITS AFFILIATED OR RELATED COMPANIES, OR THEIR AGENTS, OFFICERS, DIRECTORS AND EMPLOYEES, INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY, STATUTE, TORT, NEGLIGENCE, WAIVER OF TORTWILFUL MISCONDUCT AND INDIRECT, ASSOCIATED PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES TO HOMES OR OTHER STRUCTURES, INTERIORS, EXTERIORS, FURNITURE, CONTENTS, APPLIANCES, LOSS OF INCOME, LOSS OF ENJOYMENT, STORAGE FEES, OR ANY OTHER LOSS OR DAMAGE. THE FOREGOING SHALL APPLY EVEN IF AZORIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

AZORIA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS WARRANTY SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID BY THE OWNER FOR THE FIBERGLASS POOL.

THE OWNER ASSUMES ALL RISK AND LIABILITY FOR THE USE OF THE FIBERGLASS POOL. IT IS ALSO THE SOLE RESPONSIBILITY OF THE OWNER TO CONFIRM THE STANDING OF THE FIBERGLASS POOL INSTALLER AND TO VERIFY THAT SUCH INSTALLER IS DULY QUALIFIED, LICENSED AND/OR INSURED

AND ACTS IN COMPLIANCE WITH ALL APPLICABLE LAWS. FOR THE SAKE OF CLARITY, INSTALLERS, INCLUDING AUTHORIZED RETAILER OR DEALER OF AZORIA, ARE INDEPENDENTLY OWNED AND OPERATED BUSINESSES AND AZORIA SHALL THEREFORE IN NO EVENT BE LIABLE FOR THEIR ACTS OR OMISSIONS.

NOTWITHSTANDING THE ABOVE, NOTHING IN THIS SECTION SHALL BE UNDERSTOOD TO LIMIT AZORIA'S LIABILITY FOR PERSONAL INJURY OR DEATH CAUSED BY AZORIA'S NEGLIGENCE OR IN CASE OF GROSS OR INTENTIONAL MISCONDUCT.

WHERE LIMITATION FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ON THE DURATION OF AN IMPLIED WARRANTY IS NOT PERMITTED BY LAW, ADDITIONAL RECOURSES MAY BE AVAILABLE.

10. WARRANTY TRANSFER

The Warranty may be transferred once from the original Owner to an individual purchasing a property on which an Azoria Fiberglass Pool has been installed (the 'transferee'); on the condition that the transferee notifies Azoria of the change of ownership within thirty (30) days of completion of the sale. To transfer the Warranty from the Owner to a transferee, the transferee must register the transfer online (<https://Azoria.ca/warranty/>). The transfer request must include i) a copy of the original sales contract for the Fiberglass Pool and ii) a copy of the sale document for the property where the Fiberglass Pool is installed.

Azoria reserves the right to conduct an inspection to verify the condition of the Fiberglass Pool before accepting the Warranty transfer. Following this inspection, Azoria reserves the right to refuse the Warranty transfer if the pool shell's integrity has been compromised.

11. DISPUTE RESOLUTION

In the event of any disagreement between you and Azoria on the application of this Warranty, except for a dispute with an installer or a retailer, in which case any recourse must be addressed exclusively to the latter, we invite you first to communicate with us. We will try to the greatest extent possible to reach an amicable settlement and to find an appropriate solution to the situation, without prejudice to the right of each party to resort to the courts in the manner and at the time it deems appropriate.

Subject to the foregoing, every claim, controversy, or dispute of any kind whatsoever between you and Azoria relating to or arising out of this Warranty shall be resolved by the courts of the province of Québec, judicial district of Terrebonne. The laws of the province of Québec shall apply, to the exclusion of its conflict of law rules.

No action for breach of this Warranty, or any other action against Azoria relating to or arising out of the purchase of the Fiberglass Pool shall be brought later than one year after any cause of action has arisen or accrued. In jurisdictions where statutory claims or implied warranties and conditions cannot be excluded, all such statutory claims, implied warranties and conditions, and all rights to bring actions for breach thereof expire after one year, or such longer period of time if mandated by applicable laws, after the purchase of the Fiberglass Pool.

12. MISCELLANEOUS

Azoria reserves the right to modify the terms of this Warranty at any time. The Warranty terms in effect at the date of installation of your Fiberglass Pool will apply to you. All versions of the Warranty are available for reference online at www.Azoria.ca.

Any provision hereof that is held to be illegal, invalid, or unenforceable in any jurisdiction shall be illegal, invalid, or unenforceable in that jurisdiction without affecting any other provision hereof in that jurisdiction or the legality, validity, or enforceability of that provision in any other jurisdiction, and, to this end, the provisions hereof are declared to be severable.

This Warranty replaces all other oral or written warranties, liabilities, or obligations of Azoria. There are no other warranties that extend beyond the Warranty described in this document.

You warrant and represent that you have read and understood the terms of this Warranty as well as all of the literature published and/or distributed by Azoria with regard to the Fiberglass Pool, including but not limited to the maintenance manual, and agree to adhere to the recommendations and requirements contained therein. If you have questions regarding this Warranty, please contact Azoria directly.