QUANTUM
COMPOSITE POOLS

Swimming Pool Warranty

Congratulations on the purchase and installation of a Quantum Composite Pools fiberglass swimming pool. Please find below the warranty terms and conditions along with details for the care of your new pool. It is imperative that you read this document carefully and fully understand your obligations.

For the purpose of this warranty "Authorised Dealer" means a duly approved Dealer or dealer, licensed contractor or any other business or person that the Manufacturer approves to install the fiberglass swimming pool shell. This Limited Lifetime Structural and Limited Internal Surface Warranty is subject to the following terms and conditions:

1. LIMITED LIFETIME STRUCTURAL WARRANTY

The pool shell will remain structurally sound and capable of holding water and is warranted against water loss due to defects in materials or workmanship excluding damage caused by act of God, earthquake, flooding, fire, storm or tempest, tree roots, imposed loads, unstable soil, accidental damage or misuse for the duration of its lifetime. This warranty commences from the date on which the pool is handed over to the original pool owner, on condition that it is installed in the original location and in compliance with state and local building codes and the Authorised Dealer's engineering specifications. The structural warranty excludes the surface finish of the pool. All other terms and conditions of this warranty apply.

2. LIMITED INTERNAL SURFACE WARRANTY

The internal surface of the swimming pool is guaranteed against osmotic blistering, fibre prominence, decomposition, tackiness for a period of 15 years from the date of handover of the pool. The internal surface is also guaranteed against fading for a period of 6 years providing the water chemistry is maintained within the guidelines of Tables A of this document.

3. INSTALLATION

Installation of the swimming pool and the associated plumbing and electrical are excluded from this warranty. Any warranty or insurance against defective installation and/or equipment (including fittings and pipework) should be supplied by the Approved Dealer, installation contractor or equipment manufacturer.

4. GENERAL WARRANTY TERMS & CONDITIONS

The warranty of the pool shell is conditional upon:

4.1. The pool shell being installed in the original location.

4.2. The manufacturer has received full payment for the pool shell.

4.3. The pool shell being installed by the manufacturer or an Authorised Dealer and in accordance with the relevant state and local building codes, ANSI/APSP-5 2011, engineering specifications and manufacturer's Installation Manual.

4.4. The pool water being maintained in accordance with manufacturer's recommendations as detailed in Tables A below, with the results being recorded and retained. This includes having the pool water externally tested a minimum of four times per season (Summer, Autumn, Winter and Spring) by a qualified pool service technician.

4.5. The title to the pool and property being retained by the purchaser of the swimming pool and the purchaser residing at the same address (subject to common law requirements). Warranties are transferrable upon sale of the property on which the pool is located. Please contact the manufacturer or the manufacturer's Authorised Dealer within 60 days of settlement to register the transfer of the warranty. Previous written records of water chemistry testing must be presented to finalise the warranty transfer, certifying compliance with Table A and the warranty terms and conditions must be accepted by the new home owner for transfer of the warranty to commence.

4.6. Any potential warranty claims being lodged in writing within 21 days of the occurrence of the defect with the Authorised Dealer's name, date of sale and installation, contract number and details of the incident or nature of the claim.

4.7. The pool being constantly filled with water to the operating level. This warranty will be invalidated if the pool is emptied at any time without written authorisation and supervision of the manufacturer or Authorised Dealer.

4.8. The manufacturer or Authorised Dealer reserves the right to repair or replace the pool shell and in the case of replacement, transport costs are expressly excluded. This warranty envisages eligible repairs may be done in situ and the warranty may not include replacement of the shell except where required by law.

4.9. The pool owner being responsible for providing access to the pool and the manufacturer or Authorised Dealer shall not be liable for loss or damage to property including (but not limited to) lawns, fences, paving, landscaping, retaining walls, access paths, trees or any other changes or improvements subsequent to the installation of the pool. Reduced or limited access may preclude replacement of the pool shell.

4.10. The pool not being installed in any commercial or rental application (subject to common law requirements).

4.11. The swimming pool being installed to the requirements of all local codes and the engineer's specification. Any cracking, distortion, tearing, degradation or damage to the pool's structure or surface finish as a result of incorrect transport, storage, handling or installation is expressly not covered by the terms and conditions of this warranty. All warranties, implied or otherwise for the above are the responsibility of the Authorised Dealer.

4.12. The correct use of a pool cover, be it a solar thermal cover, safety cover or temporary cover. Removal of the pool cover for a minimum of two (2) days per week and removal during times of extreme heat. Not allowing the pool cover to ride up and cover the vertical surfaces of the pool walls and pool edge beam. Refer to the Authorised Dealer's Pool Owner's Manual for further details.

5. WATER CHEMISTRY

Maintaining chemically balanced pool water is important for not only the people using the pool but to also ensure that your swimming pool is looking great for years to come. Chemical levels which are too low or high can lead to corrosion or a build-up of materials on the pool or equipment surface.

In simple terms Total Alkalinity, pH and Calcium Hardness all work together and impact each other. **pH** is the measure of how acidic or alkaline the water is and effective sanitisation relies on the correct pH values. For example, with a pH of 8.2 only about 16% of your chlorine is available and effective. **Total Alkalinity** measures the bicarbonates, carbonates and hydroxides in your water. Total Alkalinity and pH are interconnected and should be adjusted together. **Calcium Hardness** is the amount of dissolved calcium in your pool water. Low levels will mean corrosive water and high levels lead to scale formation on the pool and equipment.

Table A and the manufacturer's recommendations outline the water chemistry requirements to ensure your pool surface performs and is covered under warranty.

Table A

Water Chemistry Recommended Levels

If alternative sanitisation such as UV, ozone, low salt, fresh water, copper or low chlorine is used, please refer to the equipment manufacturer's recommended water chemistry levels.

Unstabilised Chlorine	1.0 - 2.5ppm
Stabilised Chlorine	2.0 - 3.0ppm
pH	7.2 - 7.6
Alkalinity	80 - 125ppm
Calcium Hardness	150 - 300ppm
Cyanuric Acid	25 - 50ppm
Salinity (exc low salt)	3500 - 4500ppm
Total Dissolved Solids	<1500ppm
Phosphates	0

6. EXCLUSION

This warranty does not include loss, damage or degradation to the pool shell or the installation due to the following:

6.1. The effect of wear and tear on the pool surface below the waterline.

6.2. Inadequate drainage around the pool.

6.3. Paving or surrounds not dispersing water away from the pool shell.

6.4. Flooding from down pipes, gutters or drains.

6.5. The pool continuously overflowing in one area.
6.6. Uplifting or sinking of the pool shell due to supersaturation of the backfill and excessive water around the pool causing the pool shell to either lift, subside or distort.
6.7. Misuse or abuse of the pool.
6.8. Flooding and hydraulic upsurge, side-surge, tree roots, ground movements, expansive or reactive clay.
6.9. Hydrodynamic loading.
6.10. Additional loads imposed on the pool shell after the installation.
6.11. Failure to maintain the correct water level in the pool.
6.12. Interference by a third party whilst the house is under construction, as well as any discoloration, change in texture, bulging, cracking or distortion caused by (including but not limited to) any of the above items is not covered by the internal finish or structural warranty of the pool shell.
6.13. Discolouration, staining, crazing, hairline cracks, surface yellowing or whitening, or any surface degradation caused by:
   i) Aggressive chemicals, contaminants or debris in the pool.
   ii) Abrasion of the surface due to excessive cleaning or abrasion and scratching from automatic pool cleaners.
   iii) Failure to correctly maintain the pool water, including chemical balance in accordance with the written instructions provided in the Pool Owner's Manual and Table A provided herein.
   iv) Deposition of any substance on the pool surface.
   v) Incorrect water chemistry, inducing hydrolytic action, which whitens the polyester gelcoat through light refraction of micro-cracks in the polyester surface coating.
   vi) Craze cracking due to impact or imposed stress loadings. Hairlines or craze cracks in the polyester surface finish are not deemed structural cracks and as such are not covered under the structural or surface finish warranties.
   vii) Excessive use of a thermal pool blanket or cover.
6.14. Any unforeseeable events causing loss or damage.
6.15. Adverse effects or damage incurred whilst the swimming pool has been covered during a house under construction or renovation.
6.16. Adverse effects or damage due to overheating of the pool water in excess of 90 degrees Fahrenheit.
6.17. Adverse effects or damage due to overheating of the air gap between the water level and the underside of a cover used to cover the pool while a house is under construction or renovation.
6.18. Adverse effects or damage due to incorrect fitting or application of any pool cover, be it a solar thermal cover, safety cover or temporary cover.

7. LIMITATIONS

7.1. When a structural, cosmetic or surface repair is performed by the manufacturer or its Authorised Dealer they shall use repair materials that are compatible with the original product and match the color and texture as closely as possible. A potential shade and/or colour variation may be observable and will be deemed acceptable to the satisfaction of this warranty.
7.2. In the event of a claim under this warranty the buyer agrees that time is not of the essence. The manufacturer or Authorised Dealer will not compensate for loss of water, chemicals, loss of time, loss of use, inconvenience or replacement costs to refill the pool or chemically treat the pool water resulting from any warranty repair.
7.3. The manufacturer offers "No Warranty" on any concrete used in connection with the installation of the pool or the swimming pool surrounds or concourse.
7.4. The manufacturer offers "No Warranty" on any of the skimmers, PVC pipes and fittings, underwater lights, or equipment used on the installation of the swimming pool. All equipment such as filters, pumps, motors, sanitising equipment, pool water heaters, stainless steel ladders, pool covers etc are selectively covered by each supplier's individual warranty.
7.5. The manufacturer offers "No Warranty" on the installation of the pool shell, filtration equipment, sanitizing equipment and swimming pool surrounds.

7.6. 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 the manufacturer. In exchange for this Limited Lifetime Structural Warranty & Limited Internal Surface Warranty, the buyer acknowledges the manufacturer does not make and expressly disclaims any express and/or implied warranties of any kind, including, without limitation, any warranties of merchantability, fitness for a particular purpose and all other warranties pertaining in any way to any works, labor or materials provided under this agreement. By signing this agreement, the buyer acknowledges there are no warranties which extend beyond the description on the face hereof. Should the manufacturer be found to make any warranty by operation of law or otherwise, other than stated herein, the duration thereof is limited to one year from the date of the original sale and remedies thereunder are limited to refund, repair or replacement at the option of the manufacturer. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. The manufacturer will not be responsible for any consequential, accidental or special damages whatsoever caused by any breach of this warranty.

7.7. Dispute resolution and arbitration. Any claim, display or controversy (whether in contract, tort or otherwise) between buyer and manufacturer (including Manufacturers affiliates, employees, Dealers or Authorised Dealers) arising from or relating in any way this Warranty shall be submitted to arbitration for resolutions. The arbitration shall be administered by the American Arbitration Association (AAA) and arbitration proceedings shall be governed by the commercial arbitration rules of the AAA in effect at the time the claim is filed. Arbitration proceeding will be limited solely to the Buyer's individual dispute or controversy and the Buyers agrees to arbitration on an individual basis. All arbitration proceedings shall be held in the state of Delaware.

Neither Buyer or manufacturer will have the right to a jury trial on any claim that is resolved in arbitration. Discovery any rights to appeal are generally more limited in arbitration than in a lawsuit and other rights applicable in court may not be available in arbitration. In any dispute, neither buyer nor manufacturer shall be intitled to join or consolidate claims by or against other customers, or arbitrate or otherwise participate in any claims as a class representative, class member or in a private attorney general capacity. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision shall be served and the remaining of the arbitration terms all be enforced (but in no case shall there be a class arbitration)

The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. This transaction shall be governed by the Federal Arbitration Act 9 U.S.C. sec 1-16 (FAA). Information on the AAA and its applicable rules are available at the following phone number and URL: American Arbitration Association, (800) 778-7879, www.adr.org.

8. ACKNOWLEDGEMENT

8.1. The pool owner acknowledges that they are aware of the requirements to correctly maintain the chemical levels of the pool's water to the manufacturer's recommendations and failure to comply with these instructions will reduce the performance characteristics of the cosmetic layer and may void the manufacturer's warranty.

8.2. Householders should advise their household insurance company and arrange the appropriate insurance level for the swimming pool, including damage caused by acts of nature such as, but not limited to, flooding, water damage, fire, earthquake, storm and tempest, ground movement and movement of the pool shell due to hydraulic pressure.

8.3. Installation and maintenance of all statutory requirements such as safety fencing, gates and pool covers are the sole responsibility of the householder.

8.4. Callout, labor and material charges will apply to all non-warrantable service requests.

8.5. All warranties commence from the date of commissioning (handover) of the pool.

Date of Commencement of Warranty:	
Pool Serial Number:	
Owner's Name:	
Installation Address:	
Owner's Signature	
Manufacturer's Signature	

Aquatic Leisure Technologies Inc DBA Quantum Composite Pools

251 Little Falls Drive, Wilmington Delaware 19808-1674

P: +1 (844) 440 1600