



LEISURE POOLS

SWIMMING IN QUALITY AND STYLE

Leisure Pools Limited Warranty

Fibre-Reinforced Composite Pool Lifetime Structural Warranty (Europe)

Explore Industries Europe Limited or its applicable affiliate (hereafter referred to as "Explore") is the manufacturer of Leisure Pools products including Leisure Pool Fibre-Reinforced Composite Pool, Leisure Pool Spas and Leisure Pools Water features (the "Product" or "Products"). Explore hereby warrants its Leisure Pools Products only upon this express limited warranty to the original Retail Purchaser only on the following terms:

1. LIFETIME STRUCTURAL LIMITED WARRANTY:

Subject to the exclusions and conditions listed herein, Explore warrants the structural soundness of its Fibre-Reinforced Composite Pool (the "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 Pool so long as the Pool is owned by the Retail Purchaser (the "Pool Structural Limited Warranty").

Lifetime is defined to mean not less than 35 years.

2. SPA LIMITED WARRANTIES

Subject to the exclusions and conditions listed herein, Explore warrants the structural soundness of its Fibre-Reinforced Composite Spa (the "Spa") against water loss caused by defects in manufacturing workmanship and materials for a period beginning on the date the Spa is delivered to the Retail Purchaser (the "Spa Delivery Date") and ending on the date that is five (5) years from the Spa Delivery Date so long as the Retail Purchaser owns the Spa (the "Spa Structural Limited Warranty").

3. WATER FEATURE LIMITED WARRANTY

Subject to the exclusions and conditions listed herein, Explore warrants its water feature enclosures (each, a "Water Feature") against defects in manufacturing workmanship and materials for a period beginning on the date the Water Feature is delivered to the Retail Purchaser (the "Water Feature Delivery Date") and ending on the date that is twelve (12) months from the Water Feature Delivery Date so long as the Retail Purchaser owns the Water Feature (the "Water Feature Structural Limited Warranty").

4. EXCLUSIONS TO LIFETIME STRUCTURAL WARRANTY:

The Limited Warranty shall not apply in connection with any of the following:

- a. failure to complete any of the Retail Purchaser Limited Warranty Actions listed in Section 5.
- b. the Product is damaged or altered as a result of 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, heavy water flow into the Product.
- c. the Product is not installed in accordance with Leisure Pools Installation Manual (refer to Leisure Pools for the Installation Manual for installation requirements).
- d. the Product is not installed level.
- e. the Product is not installed in accordance with Leisure Pools engineer's specification.
- f. the Product is not installed by an authorised Leisure Pools Dealer.
- g. the Product has been subject to any alteration, neglect, misuse, or abuse.
- h. the Product (other than a Water feature) is emptied to a level less than the skimmer box or by more than 30% of the water capacity of the pool (whichever is the lesser) without the written approval of Explore.
- i. the Product (other than a Water feature) is allowed to overflow with water.
- j. the Product (other than a Water feature) if the water is heated for more than 24 hours above 38° Celsius.
- k. the customer does not comply with the Leisure Pools Handbook.
- l. the customer does not keep a monthly written record of the Chlorine, Free Chlorine, pH, Total Alkalinity and Calcium Hardness (calcium hardness is to be tested by a pool shop every 6 months) levels of the water.
- m. the customer fails to keep the pH level of the water between 7.2 and 7.4, total alkalinity of the water between 80 to 120 parts per million, and/or the free chlorine level between 1 and 3 parts per million.
- n. the water chemistry in the Product (other than a Water feature) is allowed to get outside of standard operating water conditions causing damage to the surface of the Product.
- o. the customer does not notify Explore or a Leisure Pools Dealer in writing within 7 days of becoming aware of a potential structural warranty claim.



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- p. the customer does not provide Explore or its agents or sub-contractors access to the Fibre-Reinforced Composite Pool during normal business hours.
- q. 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 Product.
- r. the coping (top edge around the perimeter), which is not considered part of any Product for Limited Warranty purposes and which Leisure Pools recommends be covered with concrete, pavers, tiles, or other suitable covering subject to applicable conditions.
- s. any equipment used in connection with the Product or any other accessories or surrounds, including without limitation waterfalls or fountains and decks, concrete, wood, masonry, or other surrounds.
- t. damages sustained during or as a result of loading, transporting or unloading by the Retail Purchaser or a third party.
- u. any damage caused by any goods or components not manufactured by Explore or its affiliates.
- v. any damage to a Water Feature caused or contributed to by standing on or jumping off the Water Feature; or
- w. any damage to a Water Feature caused or contributed to by the adhesion of tiles, cladding or any other product to the Water Feature.

5. REQUIRED RETAIL PURCHASER ACTIONS UNDER LIMITED WARRANTY.

To obtain Limited Warranty services, the Retail Purchaser must:

- i. have registered the applicable Limited Warranty online at <https://leisurepools.eu/warranty-registration/> prior to any Limited Warranty services and within six (6) months of delivery of the applicable Product.
- ii. notify Explore in writing within seven (7) days of becoming aware of a potential Limited Warranty claim.
- iii. provide Explore and/or its affiliates, agents or subcontractors a reasonable opportunity to inspect the Product and the installation or use thereof and records kept in connection therewith; and
- iv. have paid Explore or the Leisure Pools Dealer the full Purchase Price owing under the pool installation contract (collectively, the "Retail Purchaser Limited Warranty Actions").

6. WARRANTY CLAIM

Explore in its sole discretion will determine if the alleged warranty claim is due to or from a defect in workmanship or materials or alternatively whether the warranty claim is because of the actions or non-action by the installer, customer, or some other cause.

If Explore determines that the warranty claim is because of defects in workmanship or materials Explore reserves the right to repair or replace the Fibre-Reinforced Composite Pool. In the event Explore chooses to replace the Fibre-Reinforced Composite Pool this limited warranty does not include the costs of removal or installation of the replacement Fibre-Reinforced Composite Pool including travel, accommodation, loss of time or use of the Product, inconvenience, and damage to property.

In the event Explore chooses to repair the Fibre-Reinforced Composite Pool, it will repair it so that it can retain water. Any warranty repairs may require modification to the Fibre-Reinforced Composite Pool or texture of the Fibre-Reinforced Composite Pool and may be visible and/or not exactly match the existing Product.

7. DISCLAIMERS

Explore shall in no event be liable for any personal injury, property damage, direct, indirect, special, incidental, or consequential damage or losses of any kind or nature arising from or related to the performance or supply of the Fibre-Reinforced Composite Pool. The liability of Explore under this warranty shall not exceed the original amount paid for the Fibre-Reinforced Composite Pool.

8. LIMITATIONS

This limited warranty takes the place of all other warranties, express or implied, warranties of merchantable quality and fitness for any particular purpose. All previous representations, understandings, and warranties in respect of the Fibre-Reinforced Composite Pool are superseded by this limited warranty and are of no effect. The limited warranty is to be interpreted in accordance with the laws of the Country the pool was sold.

9. TRANSFER OF WARRANTY

Explore will authorise the transfer of the Warranty within 5 years of the original purchase of the Fibre-Reinforced Composite Pool. In order to validly transfer the Warranty, Explore is to be notified in writing of the change of ownership of the swimming pool and be provided with the new owner's name, address, telephone and e-mail details. A valid transfer will not occur until the new owner receives from Explore a New Leisure Pools Swimming Pool Handbook and Warranty. The transfer must occur within 1 month of the change of ownership of the swimming pool.



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10. THIRD-PARTY PRODUCTS

Neither Explore 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. Retail Purchaser agrees to be bound by the terms, covenants and conditions of the respective third-party manufacturers' warranties and to look solely to such manufacturers in the event of a breach of any such warranties. Retail Purchaser agrees that the disclaimers in Section 7 above shall apply equally to such goods or materials manufactured by third parties.

11. APPLICABLE LAW; JURISDICTION AND VENUE

To the fullest extent permitted, the laws of the European country that the pool was sold shall apply to disputes arising from or relating to this Limited Warranty and/or the Products covered thereby without regard to conflicts of law principles. Except to the extent prohibited by applicable law, and subject to the provisions of Section 8 (without limiting or waiving the provisions of that Section), the Retail Purchaser and Explore irrevocably agree to submit to the exclusive jurisdiction of the European country in which the pool was sold.