

At Genesis Pools, we pride ourselves on having the highest manufacturing standards, an outstanding array of colors, industry-leading customer service, continuously evolving designs, and our [GENESIS POOLS LIFETIME WARRANTY](#).

## 1. WARRANTY TERMS

This document contains the terms and conditions of Genesis Pools' Lifetime Warranty (**the "WARRANTY"**), covering the structure and gel coat of your fiberglass pool.

Please read this document carefully as it outlines important warranty conditions, limitations, and exclusions from coverage. This **WARRANTY** cannot be modified by anyone, including your contractor, installers, or any other person who is not an authorized Genesis Pools representative.

The warranty on the pool equipment (filtration system, pump, heat pump, lighting, or any other equipment that is not part of the pool shell) is offered by the respective manufacturers. Genesis Pools does not provide any warranty coverage on such equipment.

## 2. WARRANTY CONDITIONS

This **WARRANTY** is applicable to Genesis Pools fiberglass pools purchased and installed within Canada and the continental zones of the United States on or after April 15th, 2023. Genesis Pools 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 take precedence over any other versions and therefore, are the **WARRANTY** terms applicable for you. All versions of the **WARRANTY** are available for reference online at <https://poolsbygenesis.com/warranty/>.

If you have questions regarding the **WARRANTY**, please contact Genesis Pools directly by email ([info@poolsbygenesis.com](mailto:info@poolsbygenesis.com)) or online (<https://poolsbygenesis.com/contact>)

## 3. WARRANTY REGISTRATION

The **WARRANTY** must be registered on the Genesis Pools website (<https://poolsbygenesis.com/warranty/register/>) within thirty (30) days of installation of the pool shell. Proof of purchase (invoice) and an image/photo of the project are required for registration. The **WARRANTY** will be considered null if the buyer/purchaser has an outstanding amount due to Genesis Pools. If the buyer/purchaser has acquired a pool shell through an authorized Genesis Pools retailer, Genesis Pools reserves the right to verify account balances with the respective authorized retailer before approving the buyer/purchaser's **WARRANTY** registration.

## 4. WARRANTY TRANSFER

The **WARRANTY** may be transferred one-time from the original Genesis Pools fiberglass purchaser to an individual purchasing a property on which the Genesis Pools fiberglass pool has been installed (the 'transferee'); on the condition that the transferee notifies Genesis Pools of the change of ownership within thirty (30) days of completion of the Sale. The **WARRANTY** will be nullified if the transferee sells the property on which a Genesis Pools fiberglass pool has been installed. To transfer the **WARRANTY** from the original OWNER to a TRANSFERREE, the TRANSFEREE must register the transfer online (<https://poolsbygenesis.com/warranty/transfer/>). The transfer request must include i) a copy of the original

sales contract for the Genesis Pools fiberglass pool and ii) a copy of the Sale document for the property where the fiberglass pool is installed.

Genesis Pools reserves the right to conduct an inspection to verify the condition of the pool shell before accepting the **WARRANTY** transfer. Following this inspection, Genesis Pools reserves the right to refuse the **WARRANTY** transfer if the pool shell's integrity has been compromised.

## **5. STRUCTURAL WARRANTY**

Genesis Pools fiberglass pools are covered under limited **WARRANTY** against all manufacturing defects. The structural warranty applies to the components and materials that form the fiberglass frame of the pool to ensure the shape, strength, and structural integrity of the fiberglass shell.

If the owner discovers a manufacturing defect in the fiberglass pool structure causing failure of the structure to hold/retain water due to faulty workmanship or materials used in the production process of the pool shell, Genesis Pools will supply all labor and materials required to either repair, or at Genesis Pools' discretion, replace and dispose of the defective fiberglass pool. All structural repairs shall be performed by Genesis Pools, or personnel authorized by Genesis Pools, using the same-colored materials as used on the original pool shell, if/when available. If such gel coat color materials are unavailable, Genesis Pools will use the closest available match at that time.

Genesis Pools does not cover damages to the pool shell due to misuse, negligence, misconduct, accident, improper drainage, or supernatural phenomenon such as floods, landslides, earthquakes, etc. Surface water should be diverted away from the pool.

### **MINIMUM OBLIGATIONS TO MAINTAIN 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. Genesis Pools 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.
- It is essential that winterization instructions provided by the manufacturer are strictly adhered to. Consult the maintenance manual provided upon installation completion or warranty registration 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 Genesis Pools. This includes but is not limited to diving boards and all diving-related equipment.
- 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.

## **6. GENESIS GEL COAT WARRANTY – COVERAGE**

Genesis Pools warrants to the owner that the finish coat or gel coat will be free of osmosis blistering for a total of twenty-five (25) years from the date of installation of the Fiberglass Pool.

## **GENESIS GEL COAT WARRANTY – EXCLUSIONS**

Genesis Pools does not provide warranty coverage on the finish of the fiberglass pool concerning discoloration due to chemical corrosion, staining, fading, hairline cracks, surface roughness, or surface yellowing, post-installation. If any of these issues are apparent upon shell delivery, Genesis Pools must be advised immediately before the pool shell is offloaded and accepted by the client. In such circumstances, an investigation will be conducted to determine whether a manufacturing defect has occurred and thus, should be warranted.

Genesis Pools does not provide warranty coverage for the finish of the fiberglass pool against 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, nor are they the responsibility of Genesis Pools.

## **GENESIS GEL COAT WARRANTY – CONDITIONS**

The owner must comply with the obligations described below to benefit from the Gel Coat **WARRANTY**:

- 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.
- Perform regular maintenance by vacuuming and frequently removing from the Fiberglass Pool any materials, waste, residues, or plants that may be found there.
- 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 – 1.5 ppm

Hardness: 160 ppm – 200 ppm

pH: 7.4 – 7.6

Chlorine stabilizer: 40 ppm – 70 ppm

Alkalinity: 80 ppm – 120 ppm

For this purpose, the owner shall ensure that the Fiberglass Pool water is tested once a month by a recognized pool maintenance company and shall keep the results of these tests for review for the duration of this Genesis Gel Coat Warranty.

## **7. VOIDING OF WARRANTY**

Any claim under this Warranty shall immediately become null and void if any of these events occur:

- The owner deliberately, or negligently misrepresents or withholds any material fact from Genesis Pools.

- The damage is caused by the owner or any third-party contractor during the laying or installation of any concrete sidewalk, paving stones, or any other work carried out around the fiberglass pool following or during its installation.
- Any breakage, alteration or perforation caused by a reaction with any incompatible chemical product.
- Genesis Pools shall have no responsibility or liability in connection with defects or damages arising out of or related to installation, repairs, alterations, or other work by someone other than an Genesis Pools representative, authorized repair dealer, or other person experienced and trained in installing and repairing Genesis Pools products. Any repair completed without adhering to the above will nullify the **WARRANTY**.
- Allowing ground water to accumulate under and/or around the pool causing hydrostatic pressure under and around the pool shell. Genesis Pools will not be held responsible for any damage, problems, or circumstances that arise from inadequate drainage.

## 8. GENERAL LIMITATIONS

This warranty does not cover, and Genesis Pools shall not be responsible for any of the following:

- Any damage caused by acts of God or other causes beyond Genesis Pools' control, including, and without limitation to, hail, hurricane, tornado, earthquake, explosion, flood, fungus contamination, solid objects falling on the property, and/or any other causes.
- Any costs incurred for any work, repairs (whether temporary or permanent), or replacement, or where materials used in repairs or replacements were produced by someone other than Genesis Pools, unless previously authorized in advance writing by Genesis Pools.
- Any damage that arises from any cause other than a manufacturing defect that significantly affects the performance of the Fiberglass Pool.
  - Right of Substitution: If the Fiberglass Pool purchased by the Owner is no longer available at the time of the Owner's warranty claim submission, Genesis Pools reserves the right to substitute another Fiberglass Pool of similar characteristics and quality. No Refunds will be allowed. Genesis Pools is under no obligation to refund any or all, of the purchase price of the Fiberglass Pool for any reason.
- No Indirect or Special Damages
  - IN NO EVENT SHALL GENESIS POOLS OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, ASSOCIATED, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

This **WARRANTY** does not cover claims for:

- Loss of time, inconvenience, or use of the Fiberglass Pool for any reason; 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.

## 9. CLAIM PROCEDURE

To receive coverage under the **WARRANTY**, the following steps must be followed. This allows Genesis Pools 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 for their Warranty as per article 2 of this document.
- Complete a Warranty claim form on the warranty page at <https://poolsbygenesis.com> within thirty (30) days of becoming aware of the alleged concern.
- The claim must include: i) a valid contract of purchase and installation for your Fiberglass Pool; and ii) the required clear color photos as detailed in the form information.
- Provide Genesis Pools 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.

Genesis Pools will evaluate and respond according to its obligations under the **WARRANTY** within sixty (60) days of receiving all necessary information needed to review the reported claim. Upon determining the amount of **WARRANTY** coverage, Genesis Pools will notify the owner of its decision.

## 10. GENERAL

### A) ENTIRE AGREEMENT

This **WARRANTY** replaces all other oral or written warranties, liabilities, or obligations of Genesis Pools. There are no other warranties that extend beyond the **WARRANTY** described in this document. Genesis Pools will not be liable for any oral statement or other written statement about any Genesis Pools Fiberglass Pool, whether such statements are made by an Genesis Pools agent or employee, or any other person.

### B) DISCLAIMER OF OTHER WARRANTIES

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, (AND EXCEPT TOWARDS RESIDENTS OF QUÉBEC FOR DAMAGES RESULTING FROM GENESIS POOLS', ITS AFFILIATED OR RELATED COMPANIES, OR THEIR AGENTS, OFFICERS, DIRECTORS AND EMPLOYEES OWN ACT), LIABILITY IS EXCLUDED ANY CAUSE OF ACTION AGAINST GENESIS POOLS 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.

### C) SEVERABILITY

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.

### D) DISPUTE RESOLUTION

EVERY CLAIM, CONTROVERSY, OR DISPUTE OF ANY KIND WHATSOEVER (EACH AN "ACTION") BETWEEN YOU AND GENESIS POOLS (INCLUDING ANY OF GENESIS POOLS'S EMPLOYEES AND

AGENTS) RELATING TO OR ARISING OUT OF THE FIBERGLASS POOL OR THIS LIMITED WARRANTY SHALL BE RESOLVED BY COURTS OF QUEBEC, SITTING IN THE DISTRICT OF TERREBONNE, REGARDLESS OF WHETHER THE ACTION ARISES IN WARRANTY, CONTRACT, STATUTE, OR ANY OTHER LEGAL OR EQUITABLE THEORY. PRIOR TO COMMENCING LEGAL PROCEEDINGS, THE PARTIES MUST PARTICIPATE IN MEDIATION IN THE JUDICIAL DISTRICT OF TERREBONNE, PRESIDED OVER BY A MEDIATOR RECOGNIZED BY THE INSTITUT DE MÉDIATION ET D'ARBITRAGE DU QUÉBEC (IMAQ).

NO ACTION FOR BREACH OF THIS LIMITED WARRANTY, OR ANY OTHER ACTION AGAINST GENESIS POOLS 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.

**E) RECEIPT OF LITERATURE**

You warrant and represent that you have read and understood all the literature published and/or distributed by Genesis Pools with regard to the Fiberglass Pool, including but not limited to the Owner's Manual, and agree to adhere to the recommendations and requirements included in such literature.

Owner Name: \_\_\_\_\_

Address: \_\_\_\_\_

Pool Serial Number: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_