GENERAL WARRANTY

Scope of General Warranty
1. The general warranty applies to those pool components (hereinafter referred to as "Parts") that include (a) the pool's structure, including the posts, rails and seats (borders), top and bottom plates, the safety track and (b) the pool wall.

Cornelius's Parts Warranty
2. For the purposes of this warranty pertaining to Parts, manufacturing defects (hereinafter referred to as "Manufacturing Defect" or "Manufacturing Defects") are those that (a) seriously impair the quality, safety, or use of the pool, or (b) render the pool unsuitable for its intended purpose or severely diminish its utility, or (c) adversely affect a critical Part, such that the stability of the structure is compromised. However, the instances of damage and deterioration described in Section 8, which are not the result of Manufacturing Defects, are excluded from the parts warranty and in no way impose any liability on Cornelius.

Cornelius's Warranty Period for Manufacturing Defects in Parts
3. Cornelius's warranty pertaining to Manufacturing Defects in Parts enters into effect on the purchase date indicated on the purchase contract and expires no later than the end of the 30th year following the purchase date. Once the warranty has expired, Cornelius is released from all liability for the damage, wear and replacement of parts, and the Customer shall assume all costs pertaining to repairs and replacements, regardless of the causes and circumstances requiring said repairs or replacements.

Notification of Possible Manufacturing Defects
4. The Customer must promptly notify Cornelius in writing of any anomalies or peculiarities the Parts may exhibit that could indicate possible Manufacturing Defects, and provide Cornelius with a detailed description and supporting photos of the anomaly or peculiarity observed, photos of the filtration system as well as the purchase receipt.

Cornelius must receive this notification no later than two weeks after the first appearance of the anomaly or particularity. Any delays in notification will void the warranty or reduce its scope.

Upon receiving the detailed description, photos of the problem and purchase receipt Cornelius will review the situation and inform the Customer whether the Parts show Manufacturing Defects and, if applicable, will inform the Customer of repairs required on the Parts to correct said Manufacturing Defects.

Repairing Manufacturing Defects in the First Two Years of the Warranty Period
5. If a review of the situation as described in Section 4 concludes that repairs are required to correct Manufacturing Defects, and if such repairs are carried out in the first two years of the warranty period, the cost of replacement Parts, and only replacement Parts, shall be assumed by Cornelius. If repairs to Parts require travel, the alteration and repair of structures, earthwork, landscaping, equipment or devices other than the Parts being repaired, the cost of such aforementioned travel, modification and repair of structures, earthwork, landscaping, equipment and devices shall be assumed entirely by the Customer.

Under no circumstances will Cornelius issue a refund or be responsible for installation of replaced or repaired component(s).

Freight Costs
6. Under no circumstances will Cornelius issue a refund or be responsible for freight costs of replaced or repaired component(s).

Allocation of Costs for Materials Used in the Repair of Manufacturing Defects Performed Between the Start of the 3rd Year of the Warranty Period Following the Pool's Installation and the End of the 30th Year of the Warranty
7. The cost of materials used to repair Manufacturing Defects between the start of the 3rd year and the end of the 30th year shall be divided between the Customer and Cornelius as follows: for each Part repaired, the Customer's share will correspond to the cost of materials multiplied by the percentage representing the amortized value of the Part, while Cornelius's share will correspond to the cost of materials multiplied by the percentage representing the Part's non-amortized value.

The amortization schedule for material costs (Appendix 1) indicates the year of the warranty period in which the repairs are performed, the various Parts and the percentages corresponding to the amortized and non-amortized values of the Parts.

Warranty Exclusions
8. The following instances of damage, deterioration and change in appearance are not caused by Manufacturing Defects in Parts and shall in no way impose any liability on Cornelius:

a) Damage resulting from defects in materials and equipment furnished and installed by the Customer.

b) Damage resulting from pieces of equipment furnished and installed by the Customer that impede or interfere with normal operation of the pool.

c) Damage caused by a major accumulation of water in the ground, leaving the pool completely empty, a deep freeze or the effects of the freeze/thaw cycle.

d) Damage resulting from an installation performed by the Customer and the Customer's agents, that fails to comply with Cornelius standards.

e) Damage to the installation resulting from an act of God or force majeure such as, but not limited to, lightning, flooding, the overflow of moving or stationary bodies of water, earthquakes, shifting soil or unusual climatic conditions such as a deep freeze or heavy downpour.

f) Damage to the installation caused by the inadequate care and improper use of the pool, as well as by removals, modifications and additions carried out by the Customer. Cornelius strongly emphasizes the importance of complying with the maintenance tips and instructions found in the Use and Maintenance Guide and encourages customers to take the pool maintenance classes offered free of charge by Cornelius. In particular, but without limiting the scope of the preceding, customers are made aware of types of damage that may result from improper care and are the responsibility of the Customer; these include damage caused by improper winterizing, poor water quality, excessive acidity, leaving the pool empty and improper drainage.

g) Damage resulting from winterizing the pool prior to the end of September or turning off the filtration system before winterizing the pool.

h) Damage caused to pool resulting from not checking the watertightness of the liner when winterizing the pool and, if applicable, failing to repair all leaks in the liner prior to winterizing the pool.

i) Damage caused to Parts other than the wall and the structure due to the poor condition of the wall or the structure.

j) Deterioration resulting from normal wear and tear of the pool structure.

k) Scratches, discoloration, buckling, cracks and shrinkage that result from normal wear and the normal behaviour of the materials, and which are not damages that justify replacing some or all of the Parts, piping, small parts, skimmer and other items discussed in Sections 8 and 9, nor the replacement of any other piece of equipment, item, or accessory.

l) The deterioration of the pool or its foundation due to existing tree roots on the Customer's property or neighbouring lots.

m) The deterioration of the pool or its foundation due to the presence of stumps or other objects in the ground.

n) Damage caused by a sand bottom that has bumps, holes, or furrows created by ants or worms, and generally, any damage caused by animals and insects such as, but not limited to, rats, mice, squirrels, raccoons, birds, worms and ants.

o) Damage caused by the weight of accumulated snow or ice on the pool.

p) Damage caused by the settling of the soil outside the pool's perimeter.

q) Damage caused by the pressure exerted by the winter blanket or its fastening system.

r) If Cornelius is unable to provide the requested assistance after receiving service calls made late in the fall when the weather makes such requested assistance impossible, Trevi Manufacturing shall in no way be held liable for damages resulting from Cornelius's inability to respond.

s) Damage caused by the presence in the ground or elsewhere of pollutants or contaminants in any form, regardless whether they are solids, liquids, gases, microorganisms, odours, heat, vibrations, radiation or any combination of these elements.

t) Damage caused by a utility service's failure to supply gas, water or electricity.

u) This warranty is null and void if any chlorine generator, using salt, is used on a non resin/resin pool structure.

Compensation for Damage to Other Property

9. Compensation is excluded for any damage caused to property other than that governed by this warranty.

Supply of Water and Chemical Products

10. Cornelius shall not assume the costs for the supply of water and chemical products, including salt, when installing the pool, and shall not assume such costs if it is necessary to refill a pool that needed to be emptied to perform inspections, maintenance or repairs.

Other Conditions Affecting the Warranty

11. The warranty is suspended during the period in which the Customer is in default on debts owed to Cornelius and will remain suspended as long as said debts have not been settled in full.

No Other Express, Tacit, Verbal or Written Warranties or Agreements

12. This warranty grants Cornelius's customers particular rights as detailed in this document. Beyond these, Trevi Manufacturing does not provide any other express, tacit, verbal or written warranties. Cornelius and the Customer agree that this document includes all warranty terms and conditions and that no other written, verbal or implicit agreements regarding the warranty were discussed or made by Cornelius and the Customer.

Warranty Transfer

13. This warranty is extended only to you, the original purchaser.
The underlining of words in the section headings is intended strictly to facilitate the reading of this document and shall not be interpreted in any other way.

ABOVE-GROUND POOLS GENERAL WARRANTY
APPENDIX 1

WARRANTY YEAR	2 / 20 STEEL STRUCTURE		3 / 25 HYBRID STRUCTURE (STEEL + RESIN)		4 / 30 RESIN STRUCTURE	
	Amortized value	Non-amortized value	Amortized value	Non-amortized value	Amortized value	Non-amortized value
1	0%	100%	0%	100%	0%	100%
2	0%	100%	0%	100%	0%	100%
3	40%	60%	0%	100%	0%	100%
4	40%	60%	40%	60%	0%	100%
5	50%	50%	40%	60%	40%	60%
6	50%	50%	50%	50%	40%	60%
7	50%	50%	50%	50%	50%	50%
8	50%	50%	50%	50%	50%	50%
9	50%	50%	50%	50%	50%	50%
10	70%	30%	70%	30%	70%	30%
11	70%	30%	70%	30%	70%	30%
12	70%	30%	70%	30%	70%	30%
13	70%	30%	70%	30%	70%	30%
14	70%	30%	70%	30%	70%	30%
15	70%	30%	70%	30%	70%	30%
16	90%	10%	90%	10%	70%	30%
17	90%	10%	90%	10%	70%	30%
18	90%	10%	90%	10%	70%	30%
19	90%	10%	90%	10%	70%	30%
20	90%	10%	90%	10%	70%	30%
21	100%	0%	90%	10%	90%	10%
22	100%	0%	90%	10%	90%	10%
23	100%	0%	90%	10%	90%	10%
24	100%	0%	90%	10%	90%	10%
25	100%	0%	90%	10%	90%	10%
26	100%	0%	100%	0%	90%	10%
27	100%	0%	100%	0%	90%	10%
28	100%	0%	100%	0%	90%	10%
29	100%	0%	100%	0%	90%	10%
30	100%	0%	100%	0%	90%	10%