

AVIVA POOLS®



P R O D U C T H A N D B O O K



Congratulations

Thank you for your purchase of an Aviva Pools® swimming pool, spa, tanning ledge and/or water feature (“**Product**”). Our team of talented professionals used the finest materials available and a state-of-the-art production process to create this focal point of your backyard oasis. We encourage you to follow the guidance we have provided and to contact us or your local Aviva Pools® dealer for assistance. When maintained correctly, Aviva Pools® Products will provide you with fun and enjoyment for years to come.

The most important way to care for and maintain your Product is by ensuring the quality of the water. Maintaining the quality of the water in your Product is critical for the following reasons:

- **Untreated or improperly treated water can pose a health hazard, causing serious injury or death.**
- **Untreated or improperly treated water can damage your Product and void the Warranty.**

To learn more about proper water maintenance, please read the information provided in this Handbook and consult with your local dealer of Aviva Pools® Products. Your local dealer will be able to provide you with the chemicals and service you need, or can refer you to a local source.

We wish you and your family both good health and happiness and hope that your Aviva Pools® Product provides you with many years of family fun and enjoyment.

Kindest Regards,

The Team at Aviva Pools®



IMPORTANT NOTICES AND DISCLAIMERS

This Handbook provides a general overview on caring for your new Product(s), but it is in no way an exhaustive list of Product care or maintenance issues and it has not been prepared with your specific equipment, supplies or chemicals in mind. We recommend you attend our “pool school” and consult with your local Aviva Pools dealer for further information on caring for and maintaining your Product(s), and you should always refer to the separate manufacturer’s instructions for your specific pool equipment, supplies and chemicals to determine correct usage and operating procedures for those items.

In no event shall the manufacturer, Explore Industries USA, Inc. (“**Explore**” and, together with its affiliates, “**we**,” “**us**” or “**our**”) be held liable for any damages, including without limitation damage persons or property, claimed to result from any information contained in this Handbook, whether such damages are actual, special, incidental and/or consequential.

NOTICE AND DISCLAIMER REGARDING INDEPENDENT DEALERS AND INSTALLERS

Aviva Pools Products are currently supplied primarily through a network of independently owned and operated dealers authorized to sell and install various Aviva Pools Products. In certain cases, Aviva Pools Products are also installed by other independently owned and operated third-party businesses. We are completely separate from these independent dealers and installers. These dealers and installers are not our owners, employees or agents (in fact or in law) and they have no right or authority to bind us or to make any claims regarding Aviva Pools Products that are not contained in our literature. **WE ARE NOT RESPONSIBLE OR LIABLE IN ANY WAY FOR THE ACTS OR OMISSIONS OF THESE DEALERS OR INSTALLERS OR ANY RELATED DAMAGE TO PERSONS, PROPERTY, OUR PRODUCTS OR OTHERWISE. Before entering into a contract with a dealer and/or installer, purchasers are advised to undertake their own research and investigation to verify the sufficiency of the dealer and/or installer’s qualifications, licenses, insurance, reputation and financial stability, and to obtain independent legal advice regarding any contracts and payment plans proposed. It is also the purchaser’s sole responsibility to verify the dealer and/or installer is in compliance with all applicable federal, provincial and state requirements. Any statements (whether written, oral or electronic) that assert any relationship, responsibilities or liabilities contrary to this paragraph are expressly disclaimed by us and should be disregarded. For further information regarding Aviva Pools dealers and any other installers, and for additional advice to purchasers, please refer to the Terms and Conditions portion of the Aviva Pools Site at the following link: <https://avivapools.com/terms-conditions/>.**

YOUR LIMITED WARRANTY

Your Product(s) will be covered by the Limited Warranty (“**Warranty**”) provided by Explore set out in the Warranty section of this Handbook and on the Aviva Pools Site (<https://avivapools.com>) (the “**Aviva Pools Site**”). This Warranty is the only warranty or condition we offer for your Product(s) and is separate and apart from any additional warranty, condition or guarantee you may be offered by a dealer of our products. This Warranty covers the Product(s) you purchased as provided in the Warranty but does not cover installation, equipment or any other items. You may also request a copy of the Warranty at any time by calling or writing to us at the following and we will promptly provide a hard copy of the Warranty to you free of charge:

Aviva Pools Warranty Department
2901 Leisure Island Way, Knoxville, TN 37914
(865) 281-1604

ACT NOW

To activate your Warranty, you must register your Product(s) with us by completing the registration process online on the Aviva Pools Site. Please note that to preserve your ability to obtain services under the Warranty, you must take certain actions as the retail purchaser (refer to the Warranty section in this Handbook for terms and conditions) and you must properly care for and maintain your Product(s).





ESTABLISH SAFETY RULES
FOR THE USE OF YOUR
AVIVA POOLS PRODUCTS
AND ENFORCE THEM.

Help ensure that your family and guests do not become victims of an unfortunate accident. Serious injury and death can result from unsafe use of pools, spas, tanning ledges, water features and related products and equipment. Please read the following carefully.

SAFETY GUIDELINES

The use of alcohol or drugs does not mix with swimming pool activities and could result in serious injury or death. Never allow anyone to use your Aviva Pools Product under the influence of alcohol or drugs. Have a complete first aid kit in reach and understand how to properly use its contents. Post a list of emergency telephone numbers by the phone nearest the pool/spa area. The list should include the names and telephone numbers of the nearest physician, ambulance service, hospital, police and fire or rescue unit. At a minimum, one responsible person trained in artificial respiration and/or cardiopulmonary resuscitation (CPR) should be present at all times while the Product is in use.

LEARN
TO SWIM

There are many great organizations that provide guidance on classes to learn to swim. The following are just a few examples:

The American Red Cross

YMCA

U.S. Swim School Association

The Michael Phelps
Foundation

DROWNING PREVENTION SAFETY TIPS

The following is a list of safety tips to help in preventing a drowning. Please also visit the CPSC website (www.cpsc.gov) for further safety information and the Pool Safely website (www.poolsafely.gov/parents/safetytips/) for steps to keep children safer in and around the water.

1. Always watch your children and never leave them unattended.
2. Do not allow anyone of any age to swim alone no matter how experienced they are as swimmers.
3. Accidents can occur in a swimming pool and even the most experienced swimmers are at risk of drowning.
4. Do not swim while intoxicated or otherwise impaired.
5. Have a phone close by at all times as it will provide quicker access to a medical facility in case of emergency.
6. If a child is missing, check the pool first as every second can count.
7. Share safety instructions with family, friends and neighbors.
8. Learn to swim and teach your children and other family members how to swim.
9. Know how to perform CPR for both children and adults.
10. Understand the basics of life-saving so you can assist in a pool emergency.
11. Have life-saving equipment such as life rings or reaching poles available for use. Do not rely on plastic inner tubes, inflatable armbands, or other toys to prevent drowning accidents.
12. Install an enclosure around your pool that isolates access to the pool and/or spa and that you have verified meets your local pool fencing laws (many require the enclosure to be at least 60 inches tall).
13. Use self-closing and self-latching gates on the fence.
14. Install exit alarms and self-closing, self-latching devices above the reach of small children on the doors of your home that provide direct access to your swimming pool.
15. Use a pool alarm that sounds upon detection of accidental or unauthorized entrance into the water.
16. Maintain pool and spa covers in working order.
17. Ensure the pool and spa you use have code compliant anti-entrapment drain covers.
18. When the pool is not in use, the pool owner is responsible for safeguarding the pool.
19. Keep children away from pool drains, pipes and other openings to avoid entrapments.

DROWNING

Each year on average in the United States, nearly 300 children under five years of age drown in swimming pools or spas. These drownings usually occur in a pool or spa owned by the child's family, friend or neighbor. In addition, more than 5,000 children in this age group are treated each year on average in U.S. hospital emergency rooms for submersion injuries. Canadian child drownings and submersion injuries are on the rise as well. The water depth of any pool or spa is sufficient for drowning or submersion injuries to occur. For more information and to view the most recent U.S. child drowning statistics, please visit the website of the U.S. Consumer Product Safety Commission ("CPSC") at www.cpsc.gov.

PARALYSIS

Diving or sliding, alcohol consumption, horseplay, or roughhousing in and around swimming pools, spas, tanning ledges and/or water features may lead to serious neck and spinal injuries, including paralysis, in the form of quadriplegia or paraplegia. Inform family and guests who will use your Product(s) of the safety rules you have established.

FIRES AND BURNS

The chemicals needed to maintain your water chemistry are potentially harmful when stored or used improperly. If mixed with other chemicals, explosion and fire can occur. Read the labels on the chemical containers and follow manufacturers' instructions. Always store chemicals out of the reach of children.

ELECTRICAL SHOCK AND ELECTROCUTION

Water is an excellent conductor of electricity. Electrical shock or

electrocution can occur in a pool if live electrical current flowing through appliances comes in contact with the water. Make sure electrical devices are protected by a ground fault circuit interrupter (GFCI).

DIVING AND JUMPING

Aviva Pools Products are not designed for diving or jumping into and our pools are designated as non-diving/jumping pools. Accordingly, **no diving or jumping of any type should be performed in any Aviva Pools Products. Diving or jumping into the pool could result in serious injury, paralysis or death.** Pre-molded steps are designed into our swimming pools to enable access both in and out of the pool, which should be used instead. Please contact us or visit us on the Aviva Pools Site if you have any questions.

NO POOL SLIDES

Aviva Pools Products are not designed for the installation or use of pool slides, so no slides should be installed or used on or in any of our Products.. Use of a slide with an Aviva Pools Product could result in serious injury, paralysis or death and void the Warranty.

POOL FENCING

It is critically important from a safety and legal standpoint that you are aware of and fulfill your legal obligations in terms of fencing your swimming pool. In many jurisdictions **no water may go into a pool until it is properly fenced.** There are strict laws in relation to the fencing of swimming pools that may vary by location. It is critical that you consult with your local authority and familiarize yourself with the fencing laws that apply to your location to ensure compliance.



Follow the tips in the next section regarding water chemistry and general pool care to keep your Product in pristine condition. For more specific advice on water chemistry and routine Product care, please contact your Aviva Pools Dealer.

Maintenance

1. Monitor your chemical balance

Using the log book provided in the back of this book, maintain complete records of your water chemistry. Make adjustments as necessary.

2. Clean your pool regularly

For low-hassle maintenance, the use of robotic cleaners is recommended. Use products designed specifically for fiberglass swimming pools.

3. Install an automatic safety cover

Automatic safety covers provide added security for your loved ones and friends and help keep your pool free of debris when not in use.

A NOTE ON WATER CHEMISTRY

The most important thing you can do for your Aviva Pools Product is to maintain properly balanced water chemistry.

Untreated or improperly treated water can pose a health hazard and cause serious injury or death.

Untreated or improperly treated water can also damage your Product and void the Warranty.

Keep in mind: Water balance is dependent on multiple factors that include variables specific to your Product's size and geographical location.

Please speak with your Aviva Pools dealer for advice and tips on proper water balance and Product maintenance.

CHEMICALLY BALANCED AND SANITIZED WATER PROVIDES A HEALTHY AND VISUALLY APPEALING ENVIRONMENT.

Water in the Products can be contaminated with algae and bacteria, including brain-eating amoebas, from a variety of sources, including wind, top-off water and swimmers. Controlling these influences is an ongoing requirement and involves the balancing basics listed. Each of these is discussed below, but this is by no means an exhaustive list of Product care practices, so we recommend you attend our “pool school” and consult with your local Aviva Pools dealer for additional information and specific questions on water chemistry and Product care.

WATER BALANCE

Your Aviva Pools Product is a water container and the water it contains must be suitable for users as well as the Product.

Balanced water means that its chemical demands have been met. If the chemical levels are too low the water will aggressively seek the products it needs by attacking and damaging the Product surface and related equipment. At the other end of the scale, high chemical levels will precipitate from the water and damage the pool surface and equipment.

Out of balance water can therefore cause expensive damage to your Aviva Pools Product and related equipment, and may also inhibit the sanitation

process. Water balance is dependent on multiple factors that include variables specific to your Product's size and geographical location. In general terms, a scientific water balance program requires that you balance the following variables: pH, Total Alkalinity and Calcium Hardness. Following is a general overview of each of these variables, but it is important to understand that these chemicals do not operate in a vacuum and no one chemical is enough even at the proper level – it is the balance of all of them together at all times that will keep your Product in its best condition. This is so important to the integrity of your Product that you are required to keep a monthly written record of the water chemical levels to avoid invalidating your Warranty.

Balancing basics

1. Chemical adjustment to balance contamination, ensuring neutral water conditions for users, the Product shell and equipment.
2. Water sanitation to oxidize contaminants.
3. Water filtration to remove oxidized contaminants.
4. Regular testing to maintain balanced water chemistry.

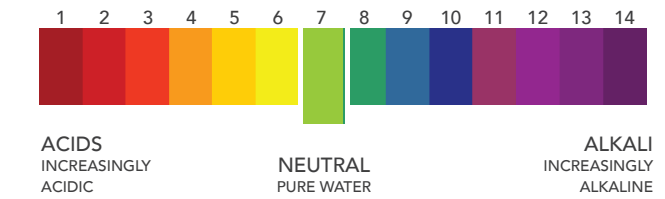
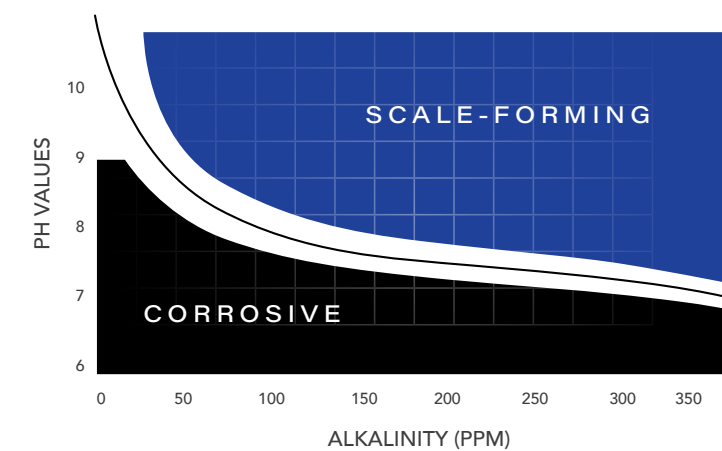
pH

pH is a measure of how much acid or alkaline exists in the water. The pH scale ranges from 0 to 14, with 7 being neutral. Values below 7 are acidic and values above 7 are alkaline. High pH levels can create user discomfort, interfere with the sterilization action of your sanitizer and damage your Product.

We are seeking a pH balance suitable to the users, the Product itself and the sanitizer used. Your Product requires a pH level in the water of between 7.2 and 7.4.

Topping off the water, heavy rain, heavy bathing loads and chemical additions can all change the pH level of your water. The pH level must be kept within the operating range; if the pH is too high or too low it could cause user discomfort and/or irritation and damage to your Product.

Regardless of the chlorine type or chlorinator process you use, any pH drift above or below the required range of 7.2 to 7.4 will inhibit the sanitizing effect of your chlorine and damage your Product. Accordingly, to maintain the Warranty, you must maintain a pH level of 7.2 to 7.4 and keep a monthly written record of the pH levels in the water.



TOTAL ALKALINITY

Total alkalinity is a measure of bicarbonates, carbonates and hydroxides in your water. The required total alkalinity range is 80 to 120 parts per million, with 100 parts per million being ideal. Lower total alkalinity will lead to the water attacking the walls of the Product shell. Low levels will also cause the pH levels to be very unstable with small additions of chemicals resulting in major shifts in the pH values. Accordingly, to maintain your Warranty, you must maintain the total alkalinity within the range of 80 to 120 parts per million and keep a monthly written record of the levels of the total alkalinity in the water.

THE RELATIONSHIP BETWEEN pH AND TOTAL ALKALINITY

A clear relationship can be seen between pH and total alkalinity in that they are both lowered by acids. Because of the relationship between these two chemical components, they need to be adjusted together. The levels you are seeking to maintain are pH between 7.2 and 7.4 and total alkalinity between 80 and 120 parts per million.

Acid is used to lower pH. An example is hydrochloric acid. This will effectively lower the pH and total alkalinity. If using hydrochloric acid to lower pH, it is vital that it be diluted (one part hydrochloric acid to ten parts water) before adding to pool.

Note that the filter should be running when you add the diluted hydrochloric acid and for at least one hour afterwards to ensure adequate mixing. No other types of acid should ever be used for pH or total alkalinity adjustment.

CALCIUM

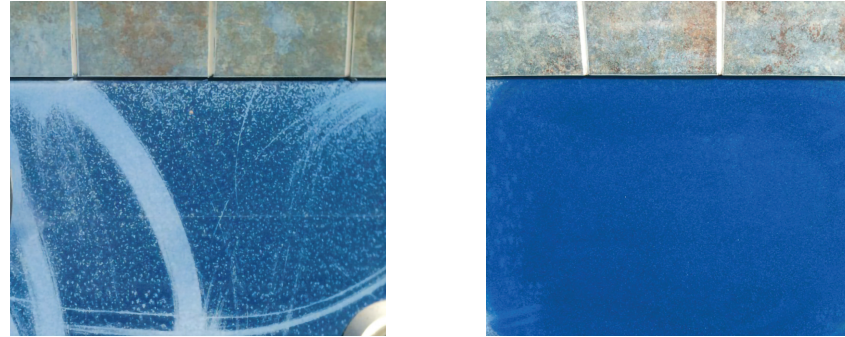
Calcium naturally occurs in water. Different areas of the country have different levels of calcium in the water. The higher the calcium concentration in the water, the more prone the pool is to calcium leeching. When the pH is maintained between 7.2 and 7.4, the calcium is balanced in the water. Calcium levels should be maintained between 80 - 120 parts per million and the terms of the Warranty require you to maintain this level..

When the pH rises above 7.4, calcium begins to leech out of the water and cling to the Product surface. The higher the pH of the water, the more pronounced the calcification can become. Obviously the problem occurs more often in areas with higher natural concentrations of calcium in the water (also known as hard water).

All that is required for calcium to fall out of balance creating a layer of scale is a pH above 7.4 and calcium hardness over 120 parts per million. The higher the levels, the more pronounced the problem. Many guidelines being used in the industry for adding calcium to water are based on concrete pool constructions. There should be only limited reasons to add calcium chloride to the water of an Aviva Pools Product. Please be aware that many pool stores, mass merchants and mobile service companies do not know how to correctly care for fiberglass pools and spas.

If a Product is exposed to high pH levels, an inconsistent discoloration below the waterline can occur. This whitening is due to calcium leeching from the water and clinging to the walls, steps and floor. It can be seen as a streak or solid area and is especially noticeable when the water level is lowered and the calcium dries.

If the discoloration starts to occur and is caught early (within the first three months), it can be treated with chemical treatments. If the Product is maintained with very high pH for longer than three months, the problem can turn severe. The calcium begins to combine with the chlorine, producing



Calcium build-up

After sanding

a chemical salt known as calcium chloride (CaCl₂). This salt attaches itself to the surface and causes it to appear significantly lighter, especially when dehydrated. In advanced cases, the calcium chloride can be so pronounced that the Product shows the whitening even when hydrated (full of water).

If there is advanced calcium chloride build-up but the gelcoat surface returns to normal when hydrated, the problem can be treated using chemicals. It will take up to six months to allow the treatment to totally dissolve the calcium chloride.

If the gelcoat surface has become severely damaged by scale and it is visible when hydrated, the only solution is to manually remove the scale from the surface because we have been unable to identify a chemical solution that will remove the scale at this point. The surface must be buffed and polished in an attempt to remove the scale build-up and restore the luster of the surface.

Because this process is necessitated by a failure to maintain required calcium levels, it is not covered under the Warranty. However, note that we recommend this process still be undertaken by Explore to attain the best result. It is also very important that you speak with your local dealer before draining the pool (refer to the IMPORTANT NOTE ON WATER LEVELS on page 17 in this Handbook for more information).

SANITIZER

Chlorine is the most commonly used water sanitizer in the world. There are many forms of this highly effective product, including:

1. Granular Chlorine

Calcium Hypochlorite. Granular chlorine can raise calcium levels.

2. Liquid Chlorine

Sodium Hypochlorite.

3. Stabilized Chlorine

Chlorine in two forms: "dichlor" granular chlorine (approximately 60% active) and "trichlor" slow-dissolving tablets.

4. Salt Water Chlorinators

These units produce chlorine through electrolysis of salt in the water.

Whatever form of chlorine you use, the pH must be in the correct range and sufficient quantities of chlorine must be used for it to work properly. Free chlorine levels must be maintained between 1 to 3 parts per million pursuant to the Warranty terms. Chlorine levels should not exceed 5 parts per million as this can damage the Product. To check free available chlorine, use a DPD test kit.

STABILIZER

Ultra-violet light attacks chlorine, so stabilizing pool water reduces the amount of chlorine destroyed. Up to 5 parts per million of free available chlorine can be destroyed in three hours in strong sunlight.

For health and financial reasons, it is important to overcome this effect as much as possible and stabilizing the water is strongly recommended. For the initial stabilization of a new Product, it is necessary to achieve the required level of 30 to 50 parts per million.

Stabilizer is lost through splash out and backwashing of the filter, so it will need to be replaced, especially during the swimming season. To do this, it is necessary to first test for residual levels in the water.

As stabilizer is only needed in warmer months, adjust the level at the beginning of the swimming season and check it every few months. Of course, if you have to pump out water, or lose a lot through splash out and backwashing, more frequent testing and adjusting will be required.

CHEMICAL ADDITIONS

As a general rule you are far better off adding small amounts of chemicals, running the filter and testing the effect after several hours. Attempting large chemical changes by adding large amounts of chemicals can result in big problems.

NOTE: When adding or diluting chemicals in the water, always remember to never mix chemicals together and always add chemicals to water - never water to chemicals or chemicals to chemicals. **Explosions have been known to occur resulting in injury or death.**



STANDPIPE / SUMP TUBE / GROUNDWATER ACCESS PIPE

Your swimming pool should have been installed with a standpipe / sump tube / groundwater access pipe. This is a pipe that travels to the bottom of the pool shell and enables you to measure the height of any underground water. This pipe will also enable you to use a pump to remove water around the pool should there be a build-up of ground water around the pool. Excessive ground water around your swimming pool may cause structural damage to the pool that will not be covered by the Warranty.

DRAINAGE

When you are installing your Aviva Pools Product and undertaking any landscaping work, it is important to keep in mind the drainage of surface water. You must ensure that surface water does not run towards your Product, but rather away from it. You must install sufficient drainage to keep the surrounding area free of heavy surface and sub-surface water. Excessive water around your Product may cause structural damage to the Product that will not be covered by the Warranty.

SKIMMER

You will find the skimmer located on the side of the pool. The skimmer is the point at which water is drawn from the pool by the pump and is the key to proper circulation. The skimmer is designed to trap floating debris from the water surface in a basket. The skimmer basket will also trap debris that is vacuumed from the floor of the pool by a manual cleaning vacuum or some automatic pool cleaners. A plate is inserted into the skimmer over the basket in order to create a suction point for the manual cleaning vacuum or some automatic pool cleaners. The basket can be removed from the skimmer and should be checked for debris and emptied regularly so as not to impede the operation of the pump.

IMPORTANT NOTE ON WATER LEVELS

Aviva Pools swimming pools are designed to be a membrane in the ground between the earth and the water.

Removing the support provided by either the earth or part of the water will place enormous strain on the structural integrity of the pool shell, resulting in possible damage to the structural integrity of the pool.

IT IS CRITICAL THAT YOU NEVER ATTEMPT TO EMPTY YOUR SWIMMING POOL OR LOWER THE WATER LEVEL BELOW THE SKIMMER BOX; TO DO SO WILL VOID YOUR WARRANTY.

If emptying your pool or lowering the water level below the skimmer box becomes necessary for some reason, this process should ONLY be undertaken by Explore or with our prior approval to avoid certain coverage issues under the Warranty (refer to the Warranty terms for details and specific limitations).

PUMP

Once through the skimmer, pool water then travels along the suction line to the pump itself. At this point, there is a basket built into the pump to trap any debris that managed to get through the skimmer basket. This is called the hair and lint basket and it is designed to trap finer particles of debris. Again, this basket is removable and should be cleaned regularly.

Please refer to the pump manufacturer's operation manual for specific operation and maintenance instructions.



FILTER

Water then passes into the filter for the filtration and removal of even finer particles from the water. Filters are generally sand-type filters or cartridge-type filters. Most filters have a pressure gauge built into the filter that will tell you when to clean the filter. The more clogged the filter becomes, the higher the pressure will become. This is normally indicated on the pressure gauge.

SAND FILTER

Cleaning the sand filter is easy. Simply turn the pump off and position the handle at the top of the filter to the backwash position. Turn the pump back on and the dirty water will rush out through the backwash line. Most filters have a sight glass where you can see this happening.

Normally, backwashing for three to four minutes is sufficient. Turn the pump off, move the handle on the filter to rinse and run the pump for about 20 seconds. To finish, turn the pump off, return the handle to the original filter position, then turn the pump on again.

Remain by the filter throughout the entire backwashing process because the water could quickly drop below the level of the skimmer box and run the pump dry.

Please refer to the filter manufacturer's operation manual for specific operation and maintenance instructions.



CARTRIDGE FILTER

The cartridge filter has to be removed from its housing to clean it. Be sure to turn the pump off first. Removing the cartridge filter usually requires undoing a clamp from the top of the filter and removing the lid. You can then extract the cartridge filter for cleaning. A garden hose is all you should need to wash away any debris that is trapped in the folds of the cartridge filter. Sometimes it helps to slightly open up the folds in the cartridge with your fingers to get the hose right in to thoroughly clean the cartridge. The pump must be off during the entire procedure. Once the cartridge filter is clean, reassemble it and replace the lid and clamp.

There may be trapped air inside the filter housing. This can be expelled by opening up an air bleed on the top of the lid. Turn the pump on and the air will hiss out of the air bleed. Continue until water spurts out, then tighten up the air bleed.

Please refer to the filter manufacturer's operation manual for specific operation and maintenance instructions.

SANITIZER

The clean filtered water will now return to the pool via the return line, but first it will normally be sanitized. One of the most common systems is a salt chlorinator. The salt chlorinator cell is installed in the return line and produces chlorine from the salt water by means of electrolysis. Other sanitizing systems are also available.

Please refer to the sanitizer manufacturer's operation manual for specific operation and maintenance instructions.



The clean, filtered, sanitized water is now returned via the return line. The return line is usually divided at this point into the water returns to the pool through several return jets, completing the cycle. It is a good idea to have one of these jets adjusted to move surface water toward the skimmer and one adjusted toward the floor to move any debris on the floor. When run the correct amount of time for the size of the pool and typical usage and temperature conditions, filtration systems experience few problems.

REPAIRS AND ALTERATIONS

In most instances, our Products are relatively simple to repair should any damage occur. Should you have any repair issues, please contact us directly.

Please note that all Warranty claims must be submitted to us in writing and accompanied by supporting information including pictures (refer to the Warranty terms for more details).

A NOTE ON WINTERIZATION

In some regions, it is perfectly acceptable to leave your pool running all year long.

In colder climates, properly winterizing your pool throughout the cold seasons is highly recommended.

To ensure proper winterization, you must first make sure that any rainwater naturally drains away from your pool. Then a regimen using skimmer plugs and return plugs with a combination of blowing out the lines is typically used. Please follow the recommendations of your local Aviva Pools dealer for winterization as proper procedures will vary due to climate.

AVIVA POOLS LIMITED WARRANTY

THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO EITHER THE TENNESSEE UNIFORM ARBITRATION ACT OR THE FEDERAL ARBITRATION ACT (UNITED STATES), AS APPLICABLE

Explore Industries USA, Inc. (“**Manufacturer**”) provides the following standard limited warranties (each as defined below and, collectively, the “**Limited Warranty**”) to the original retail purchaser or Authorized Transferee (as defined in Section F(8) below) (as applicable, the “**Retail Purchaser**”) of its Aviva Pools® products listed below in new condition for residential application (each a “**Product**” and, collectively, the “**Products**”) on the following terms:

A. POOL LIMITED WARRANTIES

1. POOL STRUCTURAL LIMITED WARRANTY. Subject to the exclusions and conditions listed herein, Manufacturer warrants the structural soundness of its Fiber-Reinforced AQ Shield™ and Vipoxy® vinyl ester resin composite pool shell (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 (but in no event less than 35 years from the Pool Delivery Date (as defined below) so long as the Pool is owned by the Retail Purchaser (the “**Pool Structural Limited Warranty**”).

2. POOL SURFACE LIMITED WARRANTY. Subject to the exclusions and conditions listed herein, Manufacturer warrants the surface of the Pool against excessive pigmentation change caused by defects in manufacturing workmanship and materials for a period beginning on the date the Pool is delivered to the Retail Purchaser (the “**Pool Delivery Date**”) and ending on the date that is ten (10) years from the Pool Delivery Date so long as the Retail Purchaser owns the Pool (the “**Pool Surface Limited Warranty**”). This Pool Surface Limited Warranty is accepted by the Retail Purchaser with the understanding that, with exposure to the elements and time, some color and surface degradation may occur. While necessary chemicals for the Pool may be obtained from any company, Manufacturer recommends that only chemicals purchased from Manufacturer or its affiliates be used in accordance with the pool chemistry guidelines. The use of improper or incorrect chemicals voids the Pool Surface Limited Warranty.

B. SPA LIMITED WARRANTIES

1. SPA STRUCTURAL LIMITED WARRANTY. Subject to the exclusions and conditions listed herein, Manufacturer warrants the structural soundness of its Vipoxy® vinyl ester resin composite spa shell (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.

2. SPA SURFACE LIMITED WARRANTY. Subject to the exclusions and conditions listed herein, Manufacturer warrants the surface of the Spa against excessive pigmentation change caused by defects in manufacturing workmanship and materials for a period beginning on 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 Surface Limited Warranty**”). This Spa Surface Limited Warranty is accepted by the Retail Purchaser with the understanding that, with exposure to the elements and time, some color and surface degradation may occur. While necessary chemicals for the Spa may be obtained from any company, Manufacturer recommends that only chemicals purchased from Manufacturer or its affiliates be used in accordance with the spa chemistry guidelines. The use of improper or incorrect chemicals voids the Spa Surface Limited Warranty.

C. TANNING LEDGE LIMITED WARRANTIES

1. TANNING LEDGE STRUCTURAL LIMITED WARRANTY. Subject to the exclusions and conditions listed herein, Manufacturer warrants the structural soundness of its Vipoxy® vinyl ester resin composite tanning ledge shell (the “**Tanning Ledge**”) against water loss caused by defects in manufacturing workmanship and materials for the lifetime of the Retail Purchaser of the Tanning Ledge (but in no event less than 35 years from the Tanning Ledge Delivery Date (as defined below) so long as the Retail Purchaser owns the Tanning Ledge.

2. TANNING LEDGE SURFACE LIMITED WARRANTY. Subject to the exclusions and conditions listed herein, Manufacturer warrants the surface of the Tanning Ledge against excessive pigmentation change caused by defects in manufacturing workmanship and materials for a period beginning on the date the Tanning Ledge is delivered to the Retail Purchaser (the “**Tanning Ledge Delivery Date**”) and ending on the date that is five (5) years from the Tanning Ledge Delivery Date so long as the Retail Purchaser owns the Tanning Ledge (the “**Tanning Ledge Surface Limited Warranty**”). This Tanning Ledge Surface Limited Warranty is accepted by the Retail Purchaser with the understanding that, with exposure to the elements and time, some color and surface degradation may occur. While necessary chemicals for the Tanning Ledge may be obtained from any company, Manufacturer recommends that only chemicals purchased from Manufacturer or its affiliates be used in accordance with the water chemistry guidelines. The use of improper or incorrect chemicals voids the Tanning Ledge Surface Limited Warranty.

D. WATER FEATURE LIMITED WARRANTIES

Subject to the exclusions and conditions listed herein, Manufacturer 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.

E. EXCLUSIONS TO LIMITED WARRANTY

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

- if the Purchase Price (as defined in Section (F)(7) below) has not been paid in full to Manufacturer or its designated sales affiliate;
- failure to complete any of the Retail Purchaser Limited Warranty Actions listed in Section F(1);
- if the Product is used or second quality (e.g., “seconds” or “scratch-and-dent”) as designated on the original invoice issued by Manufacturer, unless Manufacturer has agreed in writing that the Pool Structural Limited Warranty applies for a specific second-quality Pool, in which case the Pool Structural Limited Warranty shall apply for such Pool, but in no case shall the Pool Surface Limited Warranty apply;
- non-residential applications, including commercial applications;
- damages or alterations caused or contributed to by acts of nature including but not limited to earthquake, ground movement, storm or flood, inadequate site drainage, excessive hydrostatic pressure, ground water, run-off water, underground springs, underground obstructions, tree roots or heavy water flow into the Product;
- installation by someone other than an Aviva Pools® dealer, provided that this exclusion shall not preclude coverage under the Limited Warranty for claimed defects or damages that are unrelated to Product installation (for the avoidance of doubt: (a) Manufacturer recommends Products be installed by an Aviva Pools® dealer experienced and trained in installing them, but the Retail Purchaser is not required to use an Aviva Pools® dealer for Product installation; (b) installation by others shall not automatically void the Limited Warranty as to issues that would otherwise be covered unless such issues arose out of or are related to such installation; and (c) whether the Product is installed by others or by an Aviva Pools® dealer, Manufacturer provides no warranty on the installation itself, which warranty shall be provided by the installer, and Manufacturer is not responsible for defects or damages arising out of or related to such installation);
- repairs or alterations by someone other than Manufacturer (for the avoidance of doubt: (a) Manufacturer recommends that repairs only be undertaken by Manufacturer, but the Retail Purchaser is not required to use Manufacturer for repairs; (b) repairs by others shall not automatically void the Limited Warranty as to items that would otherwise be covered, but Manufacturer shall have no responsibility or liability in connection with defects or damages arising out of or related to such repairs; and (c) in connection with any repairs by others for issues covered by the Limited Warranty, (i) all repair charges must be reasonable and pre-approved in writing by Manufacturer and (ii) Manufacturer provides no warranty on the repairs themselves, which warranty shall be provided by the contractor doing the repairs);
- damages caused or contributed to by improper installation, including without limitation failure to install the Product level and/or in compliance with Manufacturer’s installation guidelines and engineering specifications and all applicable codes, laws, rules and regulations, including without limitation local building codes and the then-current ANSI/APSP/ICC-5 Standards for Residential Inground Swimming Pools, with such compli-

ance to be determined by Manufacturer;

- normal wear and tear, mistreatment, abnormal use of the Product, neglect, or alteration;
- damages caused or contributed to by accident, abuse (whether chemical, accidental or deliberate), misuse or exposure to fire or hazards of nature;
- failure to comply with any written guidelines, specifications or instructions contained in the Aviva Pools® Product Handbook provided to the Retail Purchaser, including without limitation with respect to Product maintenance and the use of proper chemicals;
- if the Product (other than a Water Feature) is emptied to a level less than the skimmer box or by more than thirty percent (30%) of the water capacity of the Product (whichever is the lesser) without the prior written consent of Manufacturer;
- if the Product (other than a Water Feature) is allowed to overflow with water;
- for Spas, if the water in the Spa is heated for more than 24 hours above 38° Celsius (100° Fahrenheit);
- failure to maintain a monthly written record of the water levels, including the levels of chlorine, free chlorine, pH, total alkalinity and calcium hardness (with calcium hardness to be tested by a pool shop at least every 6 months);
- failure to maintain the pH level of the water between 7.2 and 7.4, the total alkalinity level between 80 to 120 parts per million, the calcium level between 80 and 120 parts per million (for claims under a Product’s surface limited warranty), and/or the free chlorine level between 1 and 3 parts per million;
- damages caused or contributed to by the water chemistry being outside of any standard operating water conditions set forth in the Aviva Pools® Product Handbook provided to the Retail Purchaser;
- damages or alterations caused or contributed to by the use of improper or incorrect chemicals;
- for claims under a Product’s surface limited warranty, damages or alterations caused or contributed to by chlorine tablets resting on the surface of the Product;
- failure to maintain the Product in good order and condition;
- 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;
- for claims under a Product’s surface limited warranty, any exposed horizontal gelcoat surface that is above the design waterline;
- the coping (top edge around the perimeter of certain Products), which is not considered part of any Product for Limited Warranty purposes and which Manufacturer recommends be covered with concrete, pavers, tiles or other suitable covering subject to applicable conditions;
- 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;
- for claims under a Product’s surface limited warranty, minor to moderate pig-

mentation changes, changes in color, fading of color or stains of the internal gelcoat finish of the Product or the external finish of the Product;

26. shade and/or color variances in connection with a cosmetic or surface repair, including by Manufacturer;

27. damages sustained during or as a result of installation, loading, transporting or unloading by the Retail Purchaser or a third party;

28. problems attributable to any specifications, drawings, information and/or data supplied to Manufacturer or its affiliates by or at the direction of the Retail Purchaser, whether or not accepted by Manufacturer or its affiliates;

29. any goods or components not manufactured by Manufacturer or its affiliates;

30. surface cracking and surface imperfections on the internal and external surface finish of the Product;

31. damages caused or contributed to by inadequate site drainage or incorrect deck installation;

32. damage to or failure resulting from any attachments to the applicable Product such as fittings, skimmers, piping, lighting fixtures, wiring, rails, ladders, slides or any other accessories;

33. any damage to a Water Feature caused or contributed to by standing on or jumping off of the Water Feature; or

34. any damage to a Water Feature caused or contributed to by the adhesion of tiles, cladding or any other product to the Water Feature.

F. OTHER CONDITIONS

The following shall apply in connection with the Limited Warranty:

1. REQUIRED RETAIL PURCHASER ACTIONS UNDER LIMITED WARRANTY. To obtain Limited Warranty services, the Purchase Price (as defined in Section (F)(7)) must have been paid in full to Manufacturer or its designated sales affiliate and the Retail Purchaser must: (a) have registered the Product(s) for the Limited Warranty online on the Aviva Pools® website (<https://avivapools.com>) prior to any Limited Warranty services and within six (6) months of delivery of the Product(s); (b) notify Manufacturer in writing within seven (7) days of becoming aware of a potential Limited Warranty claim, which notice shall include a detailed description and pictures of the claimed issue or condition; and (c) provide Manufacturer and/or its affiliates, agents or subcontractors a reasonable opportunity to inspect the Product(s) and the installation or use thereof and records kept in connection therewith (collectively, the “**Retail Purchaser Limited Warranty Actions**”). The Manufacturer mailing address, warranty department address and warranty telephone number for purposes of the foregoing are as follows:

Aviva Pools Warranty Department
2901 Leisure Island Way,
Knoxville, TN 37914 | (865) 281-1604

2. INSTALLERS. IT IS THE SOLE RESPONSIBILITY OF THE RETAIL PURCHASER TO CONFIRM THE STANDING OF THE PRODUCT INSTALLER AND TO VERIFY THAT THE INSTALLER IS QUALIFIED, LICENSED AND/OR INSURED AND IN COMPLIANCE WITH APPLICABLE FEDERAL, STATE, PROVINCIAL AND LOCAL REQUIREMENTS. INSTALLERS, INCLUDING WITHOUT LIMITATION THOSE THAT ARE AVIVA POOLS® DEALERS, ARE INDEPENDENTLY OWNED AND OPERATED THIRD-PARTY BUSINESSES AND ARE NOT OWNERS OR AGENTS (IN FACT OR LAW) OF MANUFACTURER OR ITS AFFILIATES. MANUFACTURER PROVIDES NO WARRANTY ON INSTALLATION AND MANUFACTURER AND ITS AFFILIATES SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ACTS OR OMISSIONS OF INSTALLERS, INCLUDING WITHOUT LIMITATION INSTALLERS THAT ARE AVIVA POOLS® DEALERS, OR ANY DAMAGES RESULTING FROM THOSE ACTS OR OMISSIONS.

3. THIRD-PARTY CHARGES. If a third-party service provider charges the Retail Purchaser for labor and/or parts to resolve an issue not covered by the Limited Warranty (such as, but not limited to, improper installation), Manufacturer is not responsible for these charges. In addition, Manufacturer shall have no liability or responsibility for any charges by third-party service providers, whether or not such charges were to address issues that are covered by the Limited Warranty, if such charges have not been pre-approved in writing by Manufacturer.

4. DEALER OR INSTALLER WARRANTIES. If any warranties are issued by the dealer or other third party installing the Products, these are independent from the Manufacturer Limited Warranty and Manufacturer and its affiliates shall have no liability or responsibility in connection with such warranties.

5. DAMAGES LIMITATION. THE LIMITED WARRANTY DOES NOT COVER, AND IN NO EVENT SHALL MANUFACTURER OR ITS AFFILIATES HAVE ANY LIABILITY FOR, ANY INSTALLATION, REMOVAL OR REINSTALLATION COSTS, TRAVEL, LODGING OR TRANSPORTATION COSTS, LOSS OF TIME OR USE OF THE PRODUCT, INCONVENIENCE, WATER LOSS, DAMAGE TO ANIMALS OR PROPERTY (INCLUDING WITHOUT LIMITATION DAMAGE TO STONE, TILE, COPING, FIXTURES, PLUMBING, DRAINS, SKIMMERS OR SKIMMER COVERS, FENCING, DRIVEWAYS, SIDEWALKS, PATIOS, LANDSCAPING, PLANTS, GRASS, TREES, PATIOS OR DWELLINGS) OR SIMILAR LOSS OR EXPENSE INCURRED BY RETAIL PURCHASER OR ANY THIRD PARTY, OR ANY OTHER INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND ALLEGEDLY ARISING FROM ANY DEFECT OR BREACH OF WARRANTY OR CONDITION OR IN CONNECTION WITH ANY REPLACEMENT OR REPAIR HEREUNDER, WHETHER ANY SUCH CLAIM OR DAMAGES BE BASED UPON WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHERWISE. IN NO EVENT SHALL MANUFACTURER’S TOTAL LIABILITY HEREUNDER EXCEED THE ORIGINAL PURCHASE PRICE (AS DEFINED BELOW) PAID TO MANUFACTURER FOR THE PRODUCT. SOME STATES OR PROVINCES DO NOT ALLOW EXCLUSION OR LIM-

TATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO THE RETAIL PURCHASER WITH RESPECT TO THE LIMITED WARRANTY. IT IS EXPRESSLY AGREED THAT THIS LIMITED WARRANTY DOES NOT FAIL OF ITS ESSENTIAL PURPOSE.

6. DISCLAIMER OF IMPLIED WARRANTIES AND CONDITIONS. OTHER THAN THE EXPRESS LIMITED WARRANTY HEREIN, WHICH MAY NOT BE ALTERED IN ANY MANNER WITHOUT THE EXPRESS WRITTEN CONSENT OF MANUFACTURER, NEITHER MANUFACTURER NOR ANY OF ITS AFFILIATES MAKES ANY WARRANTY, REPRESENTATION OR CONDITION, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS OR ANY RELATED SERVICE, ADVICE OR CONSULTATION. **IMPLIED WARRANTIES AND CONDITIONS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THE LIMITED WARRANTY OR CONDITION FOR THE PRODUCT COVERED THEREBY. SOME STATES OR PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO THE RETAIL PURCHASER. ALL IMPLIED WARRANTIES AND CONDITIONS, WHETHER STATUTORY OR OTHERWISE, ON PRODUCTS OR SALES NOT COVERED BY THE LIMITED WARRANTY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, NON-INFRINGEMENT AND TITLE, ARE HEREBY EXPRESSLY DISCLAIMED BY MANUFACTURER AND ITS AFFILIATES AND WAIVED TO THE FULLEST EXTENT ALLOWED BY LAW AND WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. ANY PRODUCTS NOT COVERED BY THE LIMITED WARRANTY AND ANY SERVICE, ADVICE OR CONSULTATION ARE PROVIDED “AS IS,” WITH ALL FAULTS AND WITHOUT WARRANTY OR CONDITION OF ANY KIND, AND ANY WARRANTIES AND CONDITIONS IN CONNECTION THEREWITH IMPLIED BY ANY COURSE OF DEALING OR USAGE ARE EXPRESSLY DISCLAIMED AND EXCLUDED.**

7. EXCLUSIVE REMEDIES. If the Limited Warranty is applicable, Manufacturer shall, at its option, either repair or replace the defective Product, or may refund the Purchase Price, or a portion thereof, in its sole discretion, which repair, replacement or refund may be effected directly by Manufacturer or through a Manufacturer affiliate at the discretion of Manufacturer. Any such warranty replacement or repair shall only be warranted until the conclusion of the original warranty term. In the event Manufacturer chooses to repair a Pool, Spa or Tanning Ledge, it will repair it so that it can retain water. Neither Manufacturer nor its affiliates shall be responsible for any cost to refill the water in the Product or chemically condition such water. The Retail Purchaser is responsible for draining and bracing the Product, and for removing all hydrostatic (ground water) from around the Product. Limited Warranty repairs may (a) require modification to the Product, including without limitation modification to the length, width, depth or texture of the Product; (b)

require the removal or sanding off of the non-skid finish of the Product, if applicable, and the reapplication thereof; and/or (c) result in a different appearance of the repair area from the original condition of the Product, including without limitation gelcoat repairs resulting in a color or shade variance from the original gelcoat color, and Manufacturer shall have no liability in connection with any of the foregoing. IN NO EVENT SHALL THE TOTAL LIABILITY OF MANUFACTURER AND ITS AFFILIATES UNDER THE LIMITED WARRANTY EXCEED THE PURCHASE PRICE PAID TO MANUFACTURER OR ITS DESIGNATED SALES AFFILIATE, AS APPLICABLE, FOR THE COVERED PRODUCT(S) TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW. AS USED HEREIN, THE “**PURCHASE PRICE**” PAID TO MANUFACTURER OR ITS DESIGNATED SALES AFFILIATE MEANS EITHER (a) THE WHOLESALE PRICE PAID BY THE APPLICABLE AVIVA POOLS® DEALER IF THE RETAIL PURCHASER PURCHASED THE PRODUCT FROM A DEALER OR (b) THE RETAIL PRICE PAID BY THE RETAIL PURCHASER TO MANUFACTURER OR ITS DESIGNATED SALES AFFILIATE IF THE RETAIL PURCHASER PURCHASED THE PRODUCT DIRECTLY FROM MANUFACTURER OR ITS DESIGNATED SALES AFFILIATE, WITH THE PURCHASE PRICE IN EACH CASE BEING ONLY THAT AMOUNT PAID FOR THE SHELL OF THE PRODUCT ITSELF AND NO OTHER RELATED PRODUCTS, EQUIPMENT, COPING, SURROUNDS, LANDSCAPING OR OTHER WORK OR ASSOCIATED PROJECT COSTS. EXCEPT TO THE EXTENT EXPRESSLY PROHIBITED BY PROVISIONS OF APPLICABLE LAW THAT CANNOT BE WAIVED BY CONTRACT AND THAT ARE NECESSARILY APPLICABLE NOTWITHSTANDING A CONTRACTUAL CHOICE OF OTHER LAW, THE REMEDIES SET FORTH ABOVE CONSTITUTE THE RETAIL PURCHASER’S SOLE AND EXCLUSIVE REMEDIES, AND THE SOLE OBLIGATION AND LIABILITY OF MANUFACTURER AND ITS AFFILIATES, FOR ANY BREACH OF THE LIMITED WARRANTY OR FOR BREACH OF ANY OTHER COVENANT, “DUTY” OR OBLIGATION ON THE PART OF MANUFACTURER.

8. TRANSFER OF LIMITED WARRANTY. The Retail Purchaser may transfer the Limited Warranty within five (5) years of the date the applicable Product was originally purchased by notifying Manufacturer in writing of the change in ownership and providing Manufacturer with the name, address, telephone number and e-mail address of the new owner (the “**Authorized Transferee**”). Any such transfer must occur within one (1) month of the change in ownership and shall be effective when the Authorized Transferee has received the Aviva Pools® Product Handbook and Limited Warranty from Manufacturer.

9. THIRD PARTY PRODUCTS. Neither Manufacturer nor its affiliates shall have any warranty or other obligation with respect to goods or materials manufactured by third parties, and the warranty (if any) of the respective third-party manufacturer(s) will instead apply. The 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. The Retail Purchaser agrees that the disclaimers in Section (F)(6) above shall apply equally to any goods or materials manufactured by third parties.

10. APPLICABLE LAW; JURISDICTION AND VENUE. THIS LIMITED WARRANTY GIVES THE RETAIL PURCHASER SPECIFIC LEGAL RIGHTS, AND THE RETAIL PURCHASER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR AMONG PROVINCES. Except to the extent expressly prohibited by provisions of applicable law that cannot be waived by contract and that are necessarily applicable notwithstanding a contractual choice of other law: (a) any and all disputes, claims, liabilities, proceedings and/or causes of action (whether in contract or tort, or granted by statute) that may be based upon, arise out of or relate to this Limited Warranty, the Products, and/or the rights and obligations of Manufacturer and the Retail Purchaser in connection with the foregoing (“**Claims**”), shall be governed by and construed in accordance with the internal laws of the State of Tennessee, without regard to conflicts of law principles, and the arbitration provision in this Limited Warranty shall be governed by the Federal Arbitration Act (United States); and (b) subject to (and without limiting or waiving) the provisions of Sections F(11) through F(13) below, the Retail Purchaser and Manufacturer irrevocably agree to submit to the exclusive jurisdiction of the state or federal courts located in Knoxville, Knox County, Tennessee or, to the extent Manufacturer’s principal place of business is at any time relocated outside Knoxville, Tennessee, then in the city and county in which Manufacturer’s principal place of business is located at the time the action is initiated, for the resolution of any such Claims.

11. ARBITRATION. By purchasing a Product or making a claim under this Limited Warranty, the Retail Purchaser is agreeing that, except to the extent expressly prohibited by provisions of applicable law that cannot be waived by contract and that are necessarily applicable notwithstanding a contractual choice of other law, and subject to the provisions of this Section and Sections F(10), (12) and (13) herein, ANY AND ALL CLAIMS SHALL BE SUBMITTED TO BINDING ARBITRATION UNDER THE AUTHORITY OF THE FEDERAL ARBITRATION ACT (UNITED STATES) OR THE TENNESSEE UNIFORM ARBITRATION ACT, AS APPLICABLE, AND SHALL BE DETERMINED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION PURSUANT TO ITS THEN-CURRENT COMMERCIAL ARBITRATION RULES AND PROCEDURES. The arbitration shall take place in Knoxville, Knox County, Tennessee or, if Manufacturer has relocated its principal place of business from Knoxville, Tennessee, then in the city where Manufacturer’s principal place of business is located at the time the action is initiated. The arbitrator must follow the law, may not disregard the express terms of this Limited Warranty, including without limitation the choice of law in Section F(10), and may not assess punitive or exemplary damages against Manufacturer or make any award that extends, modifies or suspends any lawful term of this Limited Warranty. A judgment may be entered upon the arbitration award by any federal, provincial or state court in the state or province where Manufacturer maintains its principal place of business or the Retail Purchaser resides at the time the action is initiated. NEITHER THE RETAIL PURCHASER NOR MANUFACTURER SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN ARBITRATION OR ARBITRATE AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. If any provision of this Section is found to be

unenforceable, such provision shall be severed and the remaining arbitration terms shall be enforced, provided that no class arbitration shall be permitted. Notwithstanding the arbitration requirements of this Section, the requirement to arbitrate shall not apply to any action for declaratory or equitable relief, including without limitation injunctive relief, brought at any time, including without limitation prior to or during the pendency of any arbitration proceedings initiated hereunder.

12. NO CLASS ACTIONS. Subject to the arbitration requirements in Section F(11), and except to the extent expressly prohibited by provisions of applicable law that cannot be waived by contract and that are necessarily applicable notwithstanding a contractual choice of other law, THE RETAIL PURCHASER AND MANUFACTURER AGREE THAT EACH MAY BRING CLAIMS (AS DEFINED IN SECTION F(10)) AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITY AND NOT IN A PRIVATE ATTORNEY GENERAL CAPACITY OR AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION, AND NEITHER WILL SEEK TO COORDINATE OR CONSOLIDATE ANY SUCH CLAIMS WITH ANY OTHER PROCEEDING. Unless both the Retail Purchaser and Manufacturer agree in writing, no arbitrator or judge may consolidate more than one person’s claims or otherwise preside over any form of a representative or class proceeding.

13. JURY WAIVER. Subject to the arbitration requirements in section F(11), and without limiting or waiving the same, EACH OF THE RETAIL PURCHASER AND MANUFACTURER ACKNOWLEDGES AND AGREES THAT SUCH PARTY HAS HAD AN OPPORTUNITY TO CONSULT WITH COMPETENT LEGAL COUNSEL AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY CLAIMS (AS DEFINED IN SECTION F(10)), THE PROVISIONS OF ANY FEDERAL, PROVINCIAL, STATE OR LOCAL LAW, REGULATION OR ORDINANCE THAT CAN BE WAIVED BY CONTRACT NOTWITHSTANDING. SOME STATES OR PROVINCES DO NOT PERMIT THE WAIVER OF A JURY TRIAL, SO THIS PROVISION MAY NOT APPLY TO THE RETAIL PURCHASER.

14. SOLE RECOURSE. By purchasing a Product or making a claim under this Limited Warranty, the Retail Purchaser is agreeing that, except to the extent expressly prohibited by provisions of applicable law that cannot be waived by contract and that are necessarily applicable notwithstanding a contractual choice of other law: (i) THIS LIMITED WARRANTY MAY ONLY BE ENFORCED AGAINST, AND ANY CLAIMS (AS DEFINED IN SECTION F(10)) MAY ONLY BE BROUGHT AGAINST, MANUFACTURER and not against any direct or indirect parent, subsidiary or other affiliate of Manufacturer or any past, present or future equity owner, director, officer, manager, employee, incorporator, affiliate, agent, attorney, lawyer or representative of, or any financial advisor or lender to, Manufacturer or any of the foregoing (“**Released Persons**”); (ii) no Released Person shall have any liability on any basis (whether in contract or tort, at law or in equity, granted by statute or otherwise) for any Claims; (iii) the Retail Purchaser will in no event threaten or assert any Claim against any of the Released Persons, whether granted by statute or

based on theories of equity, agency, control, instrumentality, alter ego, domination, sham, single business enterprise, piercing the veil, unfairness, undercapitalization or otherwise and, to the maximum extent permitted by the governing law specified in Section F(10), the Retail Purchaser hereby waives and releases all such Claims against such Released Persons that may otherwise be available at law or in equity to avoid or disregard the entity form of Manufacturer or otherwise impose liability of Manufacturer on any Released Person; and (iv) the Retail Purchaser shall indemnify Manufacturer and each of the Released Persons from all claims, losses, injuries, damages, fees, costs, expenses, complaints and liabilities incurred or required as a result of a breach by the Retail Purchaser of any of the provisions of this Section.

15. SOLE WARRANTY; SEVERABILITY AND REFORMATION. By purchasing a Product or making a claim under this Limited Warranty, the Retail Purchaser is agreeing that this Limited Warranty is the sole warranty offered by Manufacturer or its affiliates applicable to the Products and supersedes any prior understandings, agreements or representations, whether written or oral, by or among Manufacturer and/or its affiliates and the Retail Purchaser regarding the Limited Warranty. If (but only to the extent that) any provision of this Limited Warranty is declared or found to be illegal, unenforceable or void (in whole or in part) under provisions of applicable law that cannot be waived by contract and that are necessarily applicable notwithstanding a contractual choice of other law, the Retail Purchaser and Manufacturer agree that: (i) such provision may be deemed severable and the remainder of this Limited Warranty not affected by such provision shall be enforced to the fullest extent permitted by law; (ii) it is their specific intent and request that the adjudicative body called upon to interpret or enforce the Limited Warranty modify such provision to the minimum extent necessary so as to render it legal and enforceable while preserving the intent thereof; and (iii) if such amendment is not possible, another provision that is legal and enforceable and achieves the same objectives shall be substituted therefor.

16. NO INDUCEMENT; NON-RELIANCE. By purchasing a Product or making a claim under this Limited Warranty, the Retail Purchaser is agreeing that: (a) the Retail Purchaser has not been induced to purchase any Products by any representation, warranty or condition not expressly set forth in this Limited Warranty; (b) neither Manufacturer nor any of its affiliates is making or has made any representation, warranty or condition, expressed or implied, at law or in equity, to the Retail Purchaser in respect of any Products or any other matter or thing whatsoever that is not expressly set forth herein; (c) no representative of Manufacturer has any authority, express or implied, to make any representation, warranty, condition or agreement not specifically set forth herein and the Retail Purchaser is not relying upon and has not relied upon any such other representation, warranty, condition or agreement; and (d) except to the extent expressly prohibited by provisions of applicable law that cannot be waived by contract and that are necessarily applicable notwithstanding a contractual choice of other law, the Retail Purchaser’s purchase of any Products is subject only to the specific representations, warranties and conditions expres-

sly set forth in this Limited Warranty, subject to the limitations herein.

17. ASSIGNMENT. Manufacturer may assign, novate or otherwise transfer any or all of its rights and/or obligations under this Limited Warranty to an affiliate at any time and such transferee shall automatically be substituted as Manufacturer hereunder.

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