

## Guarantee statement General warranty terms

### GENERAL PROVISIONS

#### § 1

The entity providing the present warranty (referred to in the text as the „Warranty”) is the company EUROPOOL Spółka z ograniczoną odpowiedzialnością with seat at Padniewko, Poland, address Padniewko no. 53, 88-300 Mogilno, Poland, entered into the business register kept by the District Court of Bydgoszcz, 13th Business Department of the Polish National Court Register under KRS no. 0001047127, holding the NIP (tax id.) no. 5571708574, REGON (statistical) no. 525834730, with company capital of PLN 150,000.00, phone no. +48 523151045, e-mail: europool@home.pl (referred to in the text as the „Warrantor” or „Manufacturer”).

#### § 2

The Warrantor provides the Warranty to cover the following products offered by the Warrantor:

- 1) Crystal Vinyl ester pools,
- 2) polypropylene pools,
- 3) polyester pools

(referred to in the text as the „Products” or individually as the „Product”).

#### § 3

1. The Warrantor provides the Warranty to purchasers of the Products, being consumers as understood by art. 221 of the Polish civil code and entrepreneurs as understood by art. 431 of the Polish civil code (referred to in the text jointly as „Purchasers” or separately as the „Purchaser”), if the sale of the Product took place in the Republic of Poland or any other European Union member states.

2. In case of transfer of ownership of the Product or property, of which the Product would be a constituent component, the Purchaser is obliged to transfer the present Warranty Statement to the new purchaser (referred to as the „New Purchaser”). The New Purchaser is obliged to inform the Warrantor about the transfer of ownership of the Product or property, of which the Product is a constituent component, not later than within fourteen days of this event, under pain of the New Purchaser not being covered by the provisions of the Warranty and the rights stemming from it.

## § 4

1. The remaining products offered by the Warrantor, in particular pumps, lighting and similar equipment and accessories (referred to in the text as „Pool Equipment“) are not subject of the Warranty, however they may be directly covered by warranties of their manufacturers described in sections 2-4 below.

2. Complaints concerning Pool Equipment may be submitted to the Warrantor, however – so long as they are under such a warranty – they will be processed by their respective manufacturers according to the procedures and terms of these manufacturers.

3. Should the Warrantor submit a warranty concerning the Pool Equipment, then for the purposes of this complaint process the Warrantor acts exclusively as an intermediary, and in particular transfers the submission to the respective manufacturer, notifying the Purchaser accordingly. The Warrantor is not obliged to maintain correspondence with the Pool Equipment manufacturer with respect to the complaint submission.

4. Despite making every effort, the Warrantor is not liable in particular for the mode and time of processing of the complaint submission by the Pool Equipment manufacturers, with any non-processing or negative result of any Pool Equipment complaint by the respective manufacturer does not give rise to any Purchaser rights to complaints against the Warrantor.

5. In case of a Pool Equipment complaint, depending on the relevant manufacturer decision the Purchaser may be obliged to deliver the Pool Equipment unit complained about to the seat of the Warrantor or any location indicated by them. The Warrantor obliges themselves to transfer the equipment to the respective manufacturer for a technical inspection.

## OBLIGATIONS OF THE WARRANTOR AND THE WARRANTY PERIOD

## § 5

1. The Warrantor states that the Products are free from flaws and guarantees top Product quality corresponding to the properties and purposes described in the instruction manuals, in the offer and in other written statements of the Warrantor.

2. The Warrantor states that should the Product prove not to conform to the contract, the Purchaser is, by way of the law, entitled to legal recourse from and at the expense of the seller, and that the Warranty does not influence this legal recourse.

3. The Warranty liability of the Warrantor covers exclusively the flaws inherent to the Products sold.

4. The Warrantor, at their exclusive choice, shall remove the physical flaws of the Product free of charge or shall deliver a Product free of flaws, so long as these flaws come to light within the periods described in section 5 below (referred to as the „Warranty Term”), reserving section 6 below. The Warrantor shall perform their duties immediately, however not later than within thirty days from the submission of the fault, unless the adherence to this deadline shall be impossible for objective reasons independent of the Warrantor. The Warrantor shall immediately notify the Purchaser about the different duty fulfilment deadline.

5. The Warranty Period is:

- 1) two years, if the Purchaser is a consumer,
- 2) one year, if the Purchaser is an entrepreneur/ a business and starts on the day of transfer of the Product to the original Purchaser.

6. Irrespective of the responsibility described in the preceding sections, the Manufacturer guarantees:

- 1) for PP and PE pools – tightness of the pool basin over a period of five years,
- 2) for PE pools – protection from the process of osmosis over a period of five years,
- 3) for vinyl ester Crystal Vinyl Pools – tightness of the pool basin and protection from the process of osmosis over a period of twenty years, starting from the date of release of the Product to the original Purchaser.

7. The guarantee of tightness described in section 6 above concerns tightness exclusively of the pool basin, and does not apply to any lack of tightness from flaws of equipment such as lamps, skimmers, nozzles and others, installed in the pool basin, or the adhesive connecting the pool with this equipment.

8. The removal of the Product fault by the Warrantor may also take place through proper instruction for the Purchaser, in particular with the use of electronic communication media, concerning the necessity of specific actions. For the purpose of avoidance of doubt, the Warrantor states that a fault report does not give rise to any obligation of the Warrantor to travel the the place of installation of the Product, in particular if the removal of the fault could take place in a manner described in the preceding sentence.

9. The performance of activities necessary to remove the Product faults according to the Warranty does not cover additional services such as Product cleaning, which may be performed by the Warrantor in addition and for a fee if so agreed with the Purchaser.

## **WARRANTY COMPLAINT PROCEDURE**

### **§ 6**

1. A Purchaser who is a business/ entrepreneur is obliged to report any Product fault at the latest within two business days, and a Purchaser being a consumer – at the latest within seven business days from the date of disclosure of the fault, to the Warrantor's e-mail address: reklamacje@europool.pl, or by registered letter sent to the address of the Warrantor.

2. Any submission of fault should include at least a short description of the fault, a photograph and the date of discovery. The purchaser should also indicate the pool's serial number, found on the nameplate or in this Warranty Statement. Failure to provide the serial number may lead to a prolongation of the claim process or to the Manufacturer being unable to respond to the claim and rejecting the claim.

3. The Purchaser should attach to any fault submission the Product proof of purchase, the present Warranty Statement signed and dated by the seller and the Purchaser (or copies), as well as, if possible, photographs or films showing the fault.

4. Should the deadlines described in section 1 be exceeded or should conditions of sections 2-3 above be exceeded, this would entitle the Warrantor to leave the complaint submission unprocessed, without a separate reminder, to the effect that the complaint submission will be ineffective.

## **OBLIGATIONS OF THE PURCHASER**

### **§ 7**

1. Should the Product be installed by a different entity than the Warrantor, the Purchaser is obliged to document in detail the course of the indicated procedure, in particular to create and retain over the entire Warranty Period photographs showing the course of every stage of installation and the Product itself – from all sides.

2. The Purchaser is obliged to care for the visual and technical condition of the Products, clean and maintain them regularly, including to maintain correct parameters of the water such as: Rx 0.6 mg/ l, pH 7.0-7.6, and salt 2.5-4.0 g/ l over the entire period of use, pursuant to the available instructions for use of the Products and according to indications of the Manufacturer, including to document regular measurements of temperature and water parameters.

3. The purchaser is obliged to ensure performance, in the Warranty Period, of at least two service inspections of the Products per year (one in the Spring, another in the Winter), covering at least cleaning and maintenance of the Products, by an entity professionally dealing with such activities – the Warrantor or an entity indicated by the Warrantor. Should the Purchaser utilise services performed by entities other than the Warrantor, they are obliged to maintain – throughout the entire Warranty Period – the service control sheet covering at least service dates, descriptions of the activities performed and signatures of authorised persons. The lack of a service card or maintaining it in an improper manner results in loss of Warranty rights.

4. Within the scope of maintenance and cleaning of the Products, the Purchaser is obliged to make use of specialised chemicals, in particular those offered by the Warrantor or any other entity professionally dealing in the sale of such products, indicated by the Warrantor. In case of doubt, the Purchaser, before using a product, should acquire assurance of the Warrantor that the product the Purchaser is planning to use is suitable. The use of chemical products other than those recommended by the Warrantor or used without assurances of the Warrantor, as described in the preceding sentence, results in loss of Warranty rights.

5. Should a complaint be accepted and acknowledged by the Warrantor and in case of the aim to repair the Product at the place of installation, the Purchaser is obliged to provide the Warrantor with access to the Product and to undertake any other actions that prove necessary to remove the fault by the Warrantor, in particular to ensure access to suitable media such as electricity and water, and to maintain proper cleanliness of the pool basin.

## **WARRANTOR EXCLUSION OF LIABILITY**

### **§ 8**

1. The Warrantor does not bear Warranty liability in the following cases:

- 1) flaws emerged for reasons other than those inherent in the Products,
- 2) indicated directly in the Warranty,
- 3) Purchaser violations of any Warranty provisions, in particular Purchaser obligations,
- 4) installation of the pool in violation of the Warrantor's suggestions or by an entity not professionally dealing with such activities,
- 5) flaws that are purely aesthetic in nature, not influencing the pool properties in any way, caused in particular by the passage of time and normal usage of the pool, including discolourations, colour changes of the Product or their parts,
- 6) flaws emerged as a result of incorrect or improper use, due to neglect, installation, damage to the Products following accidents, wrong electric voltage or due to any other changes that influence the improper operation of the Products and that had been repaired by unauthorised persons,

- 7) flaws emerged due to bad quality of the water (taken from hydrants, wells, lakes, ponds, rivers, etc.), in particular by filling of the pool with water having different parameters than potable water,
- 8) performance of repair or service work by entities not properly authorised or not professionally dealing with such activities,
- 9) damage caused indirectly or directly by other entities, in particular dealing in servicing of the Products other than the Warrantor,
- 10) usage of the pool in violation of the manual, in particular with respect to filtering equipment,
- 11) for PP pools – the emergence of microfractures and microscratches of the PP panels that do not influence the tightness and usage of the pool basin,
- 12) in case of vinyl ester Crystal Vinyl Pools and PE pools – the emergence of microfractures of the surface gelcoat (including hairline fractures) that do not influence the tightness and usage of the pool basin,
- 13) damage to the pool basin surface caused by chlorine overdose, wrong pH or salt values (correct concentrations are: Rx 0.6 mg/ l, pH 7.0-7.6 and salt 2.5-4 g/ l) or by the usage of improper cleaning products,
- 14) overheating of the water in the pool above 30 degrees Celsius,
- 15) damage to the Products caused by weather conditions, ground water, precipitation, e. g. rainstorms, hailstorms, catastrophes, landslides and movements of the soil, excavations and other work near the pool, strong winds and wind gusts, lightning strikes,
- 16) damage to the Products caused by fractures, cracks of the pool and equipment outer coat, fires, vandalism, unauthorised changes or improper installation of equipment, etc., that were not approved by the Manufacturer, as well as by sand, resin and trees, bird faeces and other corrosive factors,
- 17) damage caused by failure to maintain a proper water level:
  - a) up to 1/ 2 of the total water volume in Winter (depending on the equipment installed in the pool basin),
  - b) 3/ 4 of the total water volume in case of presence of ground water (depending on the equipment installed in the pool basin),
  - c) 1/ 2 coverage of the skimmer opening in the bathing season,
- 18) damage from unwanted influence of ground water, water seepage from the filter system, water and sewage lines (other water sources, taps, garden sprinklers, etc.).

2. The Warrantor may consider a complaint submission to be unjustified in case of unwarranted supposition, based in particular on opinions, analyses and research held by the Warrantor that the submitted flaws of the Product stem from its improper operation by the Purchaser, in particular – overdose of chlorine, overheating of the pool water or usage of improper chemical products. In cases described in the preceding sentence, the burden of proof that the Product was operated correctly and in line with the Warranty conditions rests with the Purchaser, in particular with respect to the submission of documented temperature and water parameters in line with § 7 section 2 above.

3. The Warrantor states that the material, of which the pool beach is made, is not uniform, with every wooden plank/ shore stone having its individual properties that depend on the natural conditions of their acquisition. Allowable flaws:

1) shore stone – colour differences, slight curvature, colour tone,  
2) wooden planks – cracks, resin pockets, knots, whiteness, mechanical processing traces, twisted fibres, frontal cracks, colour differences, slight curvature and other deformations. In case of other material flaws than indicated above not due to natural properties, the warranty will be processed directly at the material manufacturer site, pursuant to provisions in § 4 above.

4. The Warrantor is not liable for the state of the material used to make the terrace around the pool basin, which due to the natural action of the materials may change. The influence of weather conditions makes wood undergo a natural outer surface patination process, during which a silvery coat emerges that does cause any reduction of the technical parameters of the wood or any biological ageing process. For the purpose of maintenance of the natural colour of wood and the assurance of additional protection, the Purchaser should regularly apply specialised care oils for external wooden structures. Any renovation should be carried out twice a year (before and after Winter).

5. In case of vinyl ester Crystal Vinyl Pools the Warranty does not cover the specific chip distribution pattern as it is applied manually, hence, the final pattern and look of the pool in this respect may differ from the look presented in the swatch/ price list.

6. The Warrantor may decline to process a complaint submission if the Purchaser would be in default for any purchases against the Warrantor.

## **PURCHASER RESPONSIBILITIES**

### **§ 9**

1. In case of clearly unfounded complaint submission, in particular any Purchaser submission of a flaw that doesn't exist or in the knowledge that the emergence of this flaw is not subject to Manufacturer Warranty liability or through purposeful deception of the Warrantor, the Purchaser is obliged to bear the costs from any unfounded call on a Warrantor representative to perform repairs. Such costs cover travel costs from the seat of the Warrantor to the Purchaser and back, according to the net rate of PLN 3.50 per kilometre, and a work time cost of net PLN 200 for the time counted from the departure of a representative of the Warrantor from the seat of the Warrantor until the time of their return to the seat of the Warrantor. The amounts described in the preceding sentence shall be amended by the VAT at the rate in force at the moment of emergence of the tax obligation.

2. The Purchaser is obliged to cover the costs described in section 1 above within seven days of the Warrantor's call on the Purchaser to do so.

3. The provisions of the present paragraph to not apply to Purchasers being consumers and businesses, as described in art. 7aa of the Polish act of 30.05.2014. on consumer rights.

## MISCELLANEOUS PROVISIONS

### § 10

1. Any issues related to the interpretation or implementation of the present Warranty are governed by the law in force in the Republic of Poland.

2. Should the Purchaser be an entrepreneur other than one indicated in art. 7aa of the Polish act of 30.05.2014. on consumer rights, all disputes related to the present Warranty shall be settled by a Polish court for the seat of the Warrantor

.....  
**The Warrantor**  
Signature

.....  
**The Seller**  
Date, signature

.....  
**The Purchaser**  
Date, signature

### **Respected Ladies and Gentlemen**

*We assure you that our products are made of top-quality materials and with utmost precision. Pools and SPA bathtubs, slides and pool equipment are unrivalled in their class.*

*We encourage you to visit our company with seat in Mogilno, Poland, or online at [www.europool.pl](http://www.europool.pl).*