

# AQUA COASTAL

## ONYX ABOVE GROUND POOL LIMITED WARRANTY

Aqua Coastal Imports Inc. ("Aqua Coastal"), owner of the Onyx above ground pool, provides the following written Limited Warranty on each new Onyx pool. Aqua Coastal warrants that each new product will be free from manufacturing defects in materials and workmanship for a period of twenty-four (24) months from the date of purchase, under normal use and maintenance, subject to the exceptions listed below.

From the date of purchase, all pool structures (frame, wall, top rails, bottom track, uprights, and connectors) are fully covered under warranty for two (2) years.

### CONDITIONS OF WARRANTY

This warranty applies only to products for which installation and all required maintenance have been performed as prescribed in the Aqua Coastal Onyx instruction manual, or were installed and serviced by a contractor who is licensed and qualified in pool equipment installation and maintenance. This warranty applies only to products purchased from an authorized Aqua Coastal retailer, is limited to the first retail purchaser, and is valid only during the period when the first retail purchaser occupies the dwelling where the product was originally installed.

This warranty is non-transferable and does not apply to products that have been moved from their original installation site. This warranty applies only to normal residential use. Commercial, rental, institutional, public, or revenue-generating use of the product is excluded from warranty coverage.

The liability of Aqua Coastal shall not exceed the replacement of the defective product or its parts, and does not include transportation costs, labour to service or remove the defective product, any items or materials required to make the repair, cost of installation of replacement parts, or normal maintenance services. No reimbursement will be made for any loss of use or loss of any kind resulting from a product defect. Aqua Coastal is not responsible for third-party service providers that may charge the purchaser for parts and/or labour required to resolve issues not covered under this warranty, including but not limited to improper installation. No incidental, indirect, special, exemplary, punitive, or consequential damages will be paid, including but not limited to property damage, water damage, flooding, landscaping damage, structural damage, loss of use, loss of enjoyment, accommodation expenses, or any other economic loss arising from or relating to the product. Aqua Coastal does not warrant against cosmetic or superficial conditions including but not limited to discoloration, fading, chalking, surface oxidation, or aesthetic deterioration of any component, howsoever caused. Replacement parts or components supplied under warranty may differ in colour, finish, appearance, design, or specifications from the original product and may be substituted with functionally equivalent components.

No retailer or representative is authorized to extend or enlarge this warranty on behalf of Aqua Coastal.

### WHAT IS NOT COVERED

This warranty does not cover failures, defects, malfunctions, or complaints resulting from any of the following:

- Normal wear and tear resulting from ordinary use, aging, environmental exposure, or expected material performance over time
- Failure to properly install, operate, or maintain the product per Aqua Coastal published manuals
- Improper equipment sizing or product misapplication
- Workmanship of any installer of the product
- Use of non-factory-authorized parts or accessories
- Product modifications not in accordance with published instructions
- Improper maintenance of pool water chemical balance
- Abuse, damage during transit, mishandling, vandalism, accident, fire, flood, storm, earthquake, power surge, lightning, animals, insects, or acts of God
- Any modified, altered, disassembled, or remodeled product
- Freezing, cracking, or structural failure caused by improper winterization, snow/ice accumulation, inadequate water circulation, or leaving the pool empty
- Damage from use of a winterizing plug ("Gizmo") or winter cover fastening pressure
- Damage resulting from improper site preparation, inadequate compaction, shifting soil, settlement, erosion, drainage issues, groundwater conditions, tree roots, stumps, ground contaminants, or sub-surface obstructions
- Improper grounding, wiring, or electrical supply conditions
- Pool installed below grade without authorized written instructions

- Chemical contamination, improper use of pool chemicals, or use of copper-based chemicals
- Corrosion around or beneath the skimmer opening or return fitting
- Pump, filter, heater, skimmer, ladder, lighting, or any mechanical or accessory equipment
- Any damage occurring during shipping or transit
- The pool liner is not covered under this Limited Warranty and is subject to a separate liner warranty. Please refer to the liner warranty documentation for coverage details, limitations, and claim procedures

## CARE & MAINTENANCE

Compliance with the following care and maintenance requirements is a condition of this warranty. Failure to follow these instructions may void warranty coverage:

- Never allow the pool to stand empty at any time.
- Prepare the pool for winter correctly each season. Repair all leaks before closing to prevent shifting ice and/or liner displacement that can result in structural damage. Clean all metal components at closing.
- Remove accumulations of snow and ice from the top of the pool and top rails to avoid structural failure.
- Check for leaks around the skimmer and return fittings on a monthly basis and repair as necessary. Refer to the skimmer maintenance instructions provided with the pool.
- Do not use a winterizing plug (“Gizmo”) on the skimmer opening, as this can cause structural failure of the pool and is not covered under this warranty.
- Maintain proper water chemistry at all times. Have water tested regularly at your local pool dealer and use only dealer-approved chemicals.
- Keep the pool clean and use pool cleaners recommended by your authorized dealer to maintain the structure and wall in good condition.

## WARRANTY CLAIMS & PROCEDURE

For warranty consideration, you must first contact your original authorized Aqua Coastal dealer or distributor and provide: proof of purchase, pool model, date of purchase, date of installation, and a minimum of five (5) photographs clearly identifying the defect (including a full pool view and skimmer area, required regardless of defect type). Any defect must be reported within seventy-two (72) hours of discovery to prevent further damage; failure to report within this period may void the claim. Upon discovery of a suspected defect, the purchaser must take reasonable steps to prevent further damage to the product. Failure to do so may result in denial of all or part of the warranty claim.

Aqua Coastal reserves the right to inspect any claimed defect, either directly or through an authorized representative, prior to approving warranty coverage. The purchaser shall provide reasonable access to the product and cooperate with any inspection request. Failure to permit inspection may result in denial of the warranty claim.

If the original authorized dealer is permanently unavailable, contact Aqua Coastal directly at [support@aquacoastal.ca](mailto:support@aquacoastal.ca). If physical inspection is required, Aqua Coastal will issue a Return Material Authorization (RMA) number prior to any parts being shipped; unauthorized returns will not be accepted. Failure to allow inspection of the claimed product shall render this warranty null and void.

### **⚠ SAFETY NOTICE**

Diving or jumping into an above ground pool is strictly forbidden. Serious or fatal injuries may result. Always supervise all activities in and around your pool.

*Visit [www.apsp.org](http://www.apsp.org) for pool safety guidelines.*