
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 10-Q

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended March 28, 2026

or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from ___ to ___

Commission file number: 001-40208



Hayward Holdings, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization)

1415 Vantage Park Drive

Suite 400

Charlotte, NC

(Address of Principal Executive
Office)

82-2060643

(I.R.S. Employer Identification No.)

28203

(Zip Code)

(704) 837-8002

Registrant's telephone number, including area code

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, \$.001 per share	HAYW	New York Stock Exchange

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports); and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

The registrant had outstanding 216,962,992 shares of common stock as of April 27, 2026.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q of Hayward Holdings, Inc. ("Hayward," the "Company," "we," "our" or "us") contains certain "forward-looking statements" as that term is defined under the Private Securities Litigation Reform Act of 1995 (the "Act") and releases issued by the Securities and Exchange Commission. Such forward-looking statements relating to us are based on the beliefs of our management as well as assumptions made by, and information currently available to, us. These forward-looking statements include, but are not limited to, statements about our strategies, plans, objectives, expectations, intentions, expenditures and assumptions and other statements contained in or incorporated by reference in this Quarterly Report on Form 10-Q that are not historical facts. When used in this document, words such as "may," "will," "should," "could," "intend," "potential," "continue," "anticipate," "believe," "estimate," "expect," "plan," "target," "predict," "project," "seek" and similar expressions as they relate to us are intended to identify forward-looking statements. We believe that it is important to communicate our future expectations to our shareholders, and we therefore make forward-looking statements in reliance upon the safe harbor provisions of the Act. However, there may be events in the future that we are not able to accurately predict or control, and actual results may differ materially from the expectations we describe in our forward-looking statements.

Examples of forward-looking statements include, among others, statements we make regarding: our financial position; business plans and objectives; general economic and industry trends; business prospects; future product development and acquisition strategies; future channel stocking levels; growth and expansion opportunities; operating results; and working capital and liquidity. The forward-looking statements in this Quarterly Report on Form 10-Q are only predictions. We may not achieve the plans, intentions or expectations disclosed in our forward-looking statements, and you should not place significant reliance on our forward-looking statements. We have based these forward-looking statements largely on our current expectations and projections about future events and financial trends that we believe may affect our business, financial condition and results of operations. Moreover, neither we nor any other person assumes responsibility for the accuracy and completeness of forward-looking statements taken from third-party industry and market reports.

Important factors that could affect our future results and could cause those results or other outcomes to differ materially from those indicated in our forward-looking statements include the following:

- our business depends on the performance of distributors, builders, buying groups, retailers and servicers;
- the demand for our products may be adversely affected by unfavorable economic and business conditions;
- we operate in markets with high levels of competition;
- our future success depends on developing, manufacturing and attaining market adoption of new products and maintaining product quality and reliability;
- our ability to keep pace with rapidly evolving technological developments and standards, including artificial intelligence ("AI"), and effectively develop and deploy such technologies;
- our results of operations and cash flows may fluctuate from quarter to quarter;
- a loss of, or material cancellation, reduction or delay in purchases by one or more of our largest customers;
- our exposure to credit risk on our accounts receivable;
- risks arising from our international business operations;
- past growth may not be indicative of future growth;
- our inability to identify, finance and complete suitable acquisitions;
- negative impacts of litigation and other claims;
- future impairment of our goodwill and intangible assets;
- exchange rate fluctuations, cost increases and other inflation, changes in our effective tax rate or exposure to additional income tax liabilities;
- our ability to attract, develop and retain highly qualified personnel, including key members of management;
- disruptions in the financial markets;
- significant disruption or breach of our technology infrastructure or that of our vendors or third parties, or failure to maintain the security of confidential information;

- difficulties in operating or implementing the new ERP system or human resources information system;
- misuse of our technology-enabled products;
- failure to maintain an effective system of internal controls;
- dependence on key suppliers, including single-source suppliers and sole-source suppliers;
- ability to manage product inventory in an effective and efficient manner;
- product manufacturing disruptions, including as a result of catastrophic or other events beyond our control;
- tariffs and other trade restrictions and the cost of raw materials;
- compliance with, and potential liabilities under, employment, environmental, health, transportation, safety and other governmental laws and regulations;
- risks related to our handling of personal information;
- our employees, commercial partners and vendors may engage in misconduct or other improper activities;
- violations of the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and other anti-corruption laws;
- our failure to comply with international trade compliance regulations, and changes in U.S. government sanctions;
- changes in laws, regulations, government policies or regulatory interpretations;
- climate change and legal or regulatory responses thereto, and increasing scrutiny from stakeholders on environmental, social and other sustainability matters;
- our ability to obtain, maintain and enforce our intellectual property and proprietary rights;
- protection of our trademarks or trade names;
- our reliance on access to intellectual property owned by third parties;
- claims that our employees, consultants or advisors have wrongfully used or disclosed alleged trade secrets or other proprietary information or claims asserting ownership of intellectual property that we regard as our own;
- our ability to enforce our intellectual property rights in all jurisdictions;
- other risks related to our indebtedness, corporate structure and ownership of our common stock; and
- other factors set forth in the respective “Risk Factors” section of this Quarterly Report on Form 10-Q and of our Annual Report on Form 10-K for the year ended December 31, 2025 (the “Annual Report on Form 10-K”).

Many of these factors are macroeconomic in nature and are, therefore, beyond our control. Should one or more of these risks or uncertainties materialize, or should underlying assumptions prove incorrect, our actual results, performance or achievements may vary materially from those described in this Quarterly Report on Form 10-Q as anticipated, believed, estimated, expected, intended, planned or projected. The forward-looking statements included in this Quarterly Report on Form 10-Q are made only as of the date of this report. Unless required by United States federal securities laws, we neither intend nor assume any obligation to update these forward-looking statements for any reason after the date of this Quarterly Report on Form 10-Q to conform these statements to actual results or to changes in our expectations.

HAYWARD HOLDINGS, INC.
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PART I - FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

Hayward Holdings, Inc.

Unaudited Condensed Consolidated Balance Sheets

(Dollars in thousands, except per share data)

	March 28, 2026	December 31, 2025
Assets		
Current assets		
Cash and cash equivalents	\$ 135,794	\$ 329,648
Short-term investments	94,935	69,462
Accounts receivable, net of allowances of \$1,614 and \$1,931, respectively	430,878	280,161
Inventories, net	229,032	210,739
Prepaid expenses	14,702	19,500
Income tax receivable	—	656
Other current assets	42,927	41,080
Total current assets	948,268	951,246
Property, plant and equipment, net of accumulated depreciation of \$130,634 and \$125,807, respectively	165,466	164,560
Goodwill	949,778	951,197
Trademark	736,000	736,000
Customer relationships, net	172,865	178,126
Other intangibles, net	85,854	88,899
Other non-current assets	77,352	80,956
Total assets	\$ 3,135,583	\$ 3,150,984
Liabilities and Stockholders' Equity		
Current liabilities		
Current portion of long-term debt	\$ 11,053	\$ 13,261
Accounts payable	86,097	77,007
Accrued expenses and other liabilities	178,408	224,222
Income taxes payable	15,231	8,754
Total current liabilities	290,789	323,244
Long-term debt, net	942,756	943,547
Deferred tax liabilities, net	227,734	227,449
Other non-current liabilities	62,570	63,736
Total liabilities	1,523,849	1,557,976
Commitments and contingencies (Note 12)		
Stockholders' equity		
Preferred stock, \$0.001 par value, 100,000,000 authorized, no shares issued or outstanding as of March 28, 2026 and December 31, 2025	—	—
Common stock \$0.001 par value, 750,000,000 authorized; 246,928,772 issued and 217,662,403 outstanding at March 28, 2026; 246,272,783 issued and 217,356,414 outstanding at December 31, 2025	247	247
Additional paid-in capital	1,113,530	1,109,522
Common stock in treasury; 29,266,369 and 28,916,369 at March 28, 2026 and December 31, 2025, respectively	(370,720)	(363,182)
Retained earnings	874,493	851,134
Accumulated other comprehensive loss	(5,816)	(4,713)
Total stockholders' equity	1,611,734	1,593,008
Total liabilities and stockholders' equity	\$ 3,135,583	\$ 3,150,984

Hayward Holdings, Inc.
Unaudited Condensed Consolidated Statements of Operations
(Dollars in thousands, except per share data)

	Three Months Ended	
	March 28, 2026	March 29, 2025
Net sales	\$ 255,216	\$ 228,841
Cost of sales	136,515	123,588
Gross profit	118,701	105,253
Selling, general and administrative expense	62,586	56,995
Research, development and engineering expense	6,756	5,986
Acquisition and restructuring related expense	505	1,926
Amortization of intangible assets	6,366	6,835
Operating income	42,488	33,511
Interest expense, net	11,507	13,651
Loss on debt extinguishment	201	—
Other expense, net	666	1,179
Total other expense	12,374	14,830
Income from operations before income taxes	30,114	18,681
Provision for income taxes	6,755	4,348
Net income	<u>\$ 23,359</u>	<u>\$ 14,333</u>
Earnings per share		
Basic	\$ 0.11	\$ 0.07
Diluted	\$ 0.11	\$ 0.06
Weighted average common shares outstanding		
Basic	217,359,824	215,962,018
Diluted	222,423,409	221,851,399

See accompanying notes to the unaudited condensed consolidated financial statements.

Hayward Holdings, Inc.**Unaudited Condensed Consolidated Statements of Comprehensive Income***(Dollars in thousands)*

	Three Months Ended					
	March 28, 2026			March 29, 2025		
	Gross	Taxes	Net	Gross	Taxes	Net
Net income			\$ 23,359			\$ 14,333
Other comprehensive (loss) income:						
Foreign currency translation adjustments	(2,923)	—	(2,923)	3,729	—	3,729
Net change on cash flow hedges	2,427	(607)	1,820	(6,250)	1,562	(4,688)
Comprehensive income			<u>\$ 22,256</u>			<u>\$ 13,374</u>

See accompanying notes to the unaudited condensed consolidated financial statements.

Hayward Holdings, Inc.
Unaudited Condensed Consolidated Statements of Changes in Stockholders' Equity
(Dollars in thousands)

	Common Stock		Additional Paid-in Capital	Treasury Stock	Retained Earnings	Accumulated Other Comprehensive (Loss) Income	Total Stockholders' Equity
	Shares	Amount					
Balance as of December 31, 2025	217,356,414	\$ 247	\$1,109,522	\$ (363,182)	\$ 851,134	\$ (4,713)	\$ 1,593,008
Net income	—	—	—	—	23,359	—	23,359
Stock-based compensation	—	—	3,624	—	—	—	3,624
Issuance of common stock	655,989	—	384	—	—	—	384
Repurchase of common stock	(350,000)	—	—	(5,851)	—	—	(5,851)
Taxes paid for net share settlement of equity awards	—	—	—	(1,687)	—	—	(1,687)
Other comprehensive loss	—	—	—	—	—	(1,103)	(1,103)
Balance as of March 28, 2026	217,662,403	\$ 247	\$1,113,530	\$ (370,720)	\$ 874,493	\$ (5,816)	\$ 1,611,734

	Common Stock		Additional Paid-in Capital	Treasury Stock	Retained Earnings	Accumulated Other Comprehensive (Loss) Income	Total Stockholders' Equity
	Shares	Amount					
Balance as of December 31, 2024	215,778,520	\$ 245	\$1,093,468	\$ (358,133)	\$ 699,564	\$ (11,497)	\$ 1,423,647
Net income	—	—	—	—	14,333	—	14,333
Stock-based compensation	—	—	2,935	—	—	—	2,935
Issuance of common stock	425,617	—	416	—	—	—	416
Repurchase of common stock	—	—	—	—	—	—	—
Taxes paid for net share settlement of equity awards	—	—	—	(993)	—	—	(993)
Other comprehensive loss	—	—	—	—	—	(959)	(959)
Balance as of March 29, 2025	216,204,137	\$ 245	\$1,096,819	\$ (359,126)	\$ 713,897	\$ (12,456)	\$ 1,439,379

See accompanying notes to the unaudited condensed consolidated financial statements.

Hayward Holdings, Inc.
Unaudited Condensed Consolidated Statements of Cash Flows
(Dollars in thousands)

	Three Months Ended	
	March 28, 2026	March 29, 2025
Cash flows from operating activities		
Net income	\$ 23,359	\$ 14,333
Adjustments to reconcile net income to net cash used in operating activities		
Depreciation	5,949	6,263
Amortization of intangible assets	8,181	8,535
Amortization of deferred debt issuance fees	826	837
Stock-based compensation	3,624	2,935
Deferred income taxes (benefit)	(273)	(709)
Allowance for credit losses	(282)	(5)
Loss on sale/disposal of property, plant and equipment	689	11
<i>Changes in operating assets and liabilities</i>		
Accounts receivable	(151,601)	(13,931)
Inventories	(18,915)	(14,977)
Other current and non-current assets	6,174	7,918
Accounts payable	9,220	13,519
Accrued expenses and other liabilities	(37,588)	(30,579)
Net cash used in operating activities	<u>(150,637)</u>	<u>(5,850)</u>
Cash flows from investing activities		
Purchases of property, plant, and equipment	(7,132)	(5,517)
Software development costs	(152)	(595)
Proceeds from sale of property, plant, and equipment	—	1
Purchases of short-term investments	(84,880)	—
Proceeds from short-term investments	60,000	—
Net cash used in investing activities	<u>(32,164)</u>	<u>(6,111)</u>
Cash flows from financing activities		
Payments of long-term debt	(3,384)	(590)
Payments of short-term notes payable	—	(1,788)
Purchase of common stock	(5,851)	—
Taxes paid for net share settlement of equity awards	(1,687)	(993)
Other, net	(43)	(364)
Net cash used in financing activities	<u>(10,965)</u>	<u>(3,735)</u>
Effect of exchange rate changes on cash and cash equivalents	(88)	440
Change in cash and cash equivalents	(193,854)	(15,256)
Cash and cash equivalents, beginning of period	329,648	196,589
Cash and cash equivalents, end of period	<u>\$ 135,794</u>	<u>\$ 181,333</u>
<i>Supplemental disclosures of cash flow information:</i>		
Cash paid-interest	\$ 9,248	\$ 9,826
Cash paid-income taxes, net of refunds	(126)	151
<i>Non-cash investing and financing activities:</i>		
Accrued and unpaid purchases of property, plant, and equipment	\$ 1,891	\$ 2,232
Equipment financed under finance leases	—	103

See accompanying notes to the unaudited condensed consolidated financial statements.

1. Nature of Operations and Organization

Hayward Holdings, Inc. (“Hayward,” the “Company,” “we,” “our” or “us”) is a leading global specialty water management company focused on designing and manufacturing pool and outdoor living technology and industrial flow control products. The Company has seven manufacturing facilities worldwide, which are located in North Carolina, Georgia, Tennessee, Rhode Island, Spain (two) and China, and other facilities in the United States, Canada, France and Australia. Cash flow is impacted by the seasonality of the swimming pool business. Cash flow is usually higher in the second and third quarters due to terms of sale to our customers.

We establish actual interim closing dates using a fiscal calendar in which our fiscal quarters end on the Saturday closest to and before the calendar quarter end, with the exception of year-end, which ends on December 31 of each fiscal year. The interim closing date for the first, second and third quarters of 2026 are March 28, June 27, and September 26, compared to the respective March 29, June 28, and September 27, 2025 dates. We had one fewer working day for the three months ended March 28, 2026 compared to the three months ended March 29, 2025.

2. Significant Accounting Policies

Basis of Presentation

The accompanying unaudited condensed consolidated financial statements of the Company have been prepared in conformity with accounting principles generally accepted in the United States (“U.S. GAAP”) and have been prepared pursuant to the rules and regulations of the Securities and Exchange Commission (“SEC”). The financial statements reflect all adjustments that are, in the opinion of management, necessary for a fair statement of such information.

The unaudited condensed consolidated financial statements include the accounts of the Company and its wholly-owned subsidiaries. Hayward Holdings, Inc. and its direct wholly owned subsidiary, Hayward Intermediate, Inc., are holding companies with no other operations, material assets or liabilities other than the ownership by Hayward Intermediate, Inc. of all of the equity interests in Hayward Industries, Inc., which is the borrower under our First Lien Term Facility and ABL Revolving Credit Facility (collectively, the “Credit Facilities”). Refer to Note 21. Condensed Financial Information of Registrant (Parent Company Only) of Notes to Consolidated Financial Statements in our Annual Report on Form 10-K for the year ended December 31, 2025 for the financial information detail of the holding company, Hayward.

These interim financial statements should be read in conjunction with the Company’s annual consolidated financial statements and notes thereto for the fiscal year ended December 31, 2025. The results of operations for the three months ended March 28, 2026 are not necessarily indicative of the results for any subsequent periods or the entire fiscal year ending December 31, 2026.

All intercompany accounts and transactions have been eliminated in consolidation. Certain prior period amounts have been reclassified for comparative purposes to conform to the current presentation.

During the fourth quarter of 2025, the Company changed its accounting principle related to the presentation of warranty costs. Prior period amounts have been updated to conform to the current year presentation for the change in accounting principle.

Accounts Receivable, Net

On July 3, 2024, the Company entered into a Receivables Purchase Agreement under which it may offer to sell eligible accounts receivable. The agreement is uncommitted and the eligible accounts receivable to be sold under the agreement consist of up to \$125 million in accounts receivable generated by sales to specified customers of the Company. The Company will be paid a discounted purchase price for each receivable sold. The discount rate used to determine the purchase price for the subject receivables is based upon an annual interest rate equal to the forward-looking term rate based on the secured overnight financing rate for the period of time between payment to the Company and the due date for the receivable plus a buffer period specific to the obligor, plus a margin applicable to the specified obligor.

Transactions under this agreement are accounted for as sales of accounts receivable, and the receivables sold are removed from the unaudited condensed consolidated balance sheets at the time of the sales transaction. For ease of administration, the Company collects customer payments related to the receivables sold and remits those payments to the purchaser. Proceeds received from the sales of accounts receivable are classified as operating cash flows in the unaudited condensed consolidated statements of cash flows. We record the discount in the “Other expense, net” line in the unaudited condensed consolidated statements of operations. The Company, as the servicer under the Receivables Purchase Agreement, continues to service the accounts receivable sold. No sales of accounts receivable occurred during the three months ended March 28, 2026. For the three

Hayward Holdings, Inc.
Notes to Unaudited Condensed Consolidated Financial Statements

months ended March 29, 2025, there were \$99.1 million of proceeds from the sale of \$100.0 million of receivables under the Receivables Purchase Agreement, and \$100.0 million of sold receivables remained to be collected and remitted to the transferee as of March 29, 2025. The loss recognized on the sales for the three months ended March 29, 2025 was \$0.9 million.

Recently Issued Accounting Standards

Disaggregation of Income Statement Expenses

In November 2024, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) 2024-03, *Disaggregation of Income Statement Expenses*, which includes requirements that an entity disclose in the notes to the financial statements specified information about certain costs and expenses, including the amounts of (a) purchases of inventory, (b) employee compensation, (c) depreciation and (d) intangible asset amortization included in each relevant expense caption presented on the statement of operations. The standard also requires disclosure of a qualitative description of the amounts remaining in relevant expense captions that are not separately disaggregated quantitatively, as well as the total amount of selling expenses and an entity’s definition of selling expenses. The amendments in this update are effective for fiscal years beginning after December 15, 2026, and interim periods within fiscal years beginning after December 15, 2027, with early adoption permitted. The Company is evaluating the impact of the standard on its disclosures.

Intangibles - Goodwill and Other Internal-Use Software

In September 2025, the FASB issued ASU 2025-06, *Targeted Improvements to the Accounting for Internal-Use Software*, which modernizes the accounting for internal-use software by eliminating references to prescriptive development stages and replacing them with a principles-based capitalization model. Under the new approach, entities can begin capitalizing software development costs once management has authorized and committed funding and it is “probable to complete” (i.e., probable that the software will be completed and used), provided there is no “significant development uncertainty.” The update also aligns disclosure of capitalized internal software costs with those for property, plant, and equipment, and permits entities to adopt the standard via prospective, modified, or retrospective transition methods. The amendments in this update are effective for fiscal years and interim periods within fiscal years beginning after December 15, 2027, with early adoption permitted. The Company is evaluating the impact of the standard on its condensed financial statements and related disclosures.

3. Revenue

The following table disaggregates net sales between product groups and geographic regions, respectively (in thousands):

	Three Months Ended	
	March 28, 2026	March 29, 2025
Product groups		
Residential pool	\$ 223,802	\$ 201,777
Commercial pool	17,917	15,010
Flow control	13,497	12,054
Total	\$ 255,216	\$ 228,841
Geographic		
United States	\$ 192,143	\$ 173,072
Canada	17,654	13,997
Europe	31,766	27,957
Rest of World	13,653	13,815
Total International	63,073	55,769
Total	\$ 255,216	\$ 228,841

Hayward Holdings, Inc.
Notes to Unaudited Condensed Consolidated Financial Statements

4. Inventories

Inventories, net, consist of the following (in thousands):

	March 28, 2026	December 31, 2025
Raw materials	\$ 86,203	\$ 80,148
Work in progress	23,151	21,180
Finished goods	119,678	109,411
Total	<u>\$ 229,032</u>	<u>\$ 210,739</u>

5. Accrued Expenses and Other Liabilities

Accrued expenses and other liabilities consist of the following (in thousands):

	March 28, 2026	December 31, 2025
Selling, promotional and advertising	\$ 43,025	\$ 71,618
Warranty reserve	27,964	26,800
Insurance reserve	20,368	30,410
Inventory purchases	19,723	16,315
Employee compensation and benefits	16,761	37,230
Freight	10,907	8,926
Payroll taxes	10,688	5,195
Operating lease liability - short term	9,446	10,048
Accrued interest	4,874	505
Taxes - non income	4,135	2,987
Deferred income	3,604	3,211
Professional fees	2,124	2,548
Other accrued liabilities	4,789	8,429
Total	<u>\$ 178,408</u>	<u>\$ 224,222</u>

The Company offers warranties on certain of its products and records an accrual for estimated future claims. Such accruals are based on historical experience and management's estimate of the level of future claims.

The following table summarizes the warranty reserve activities (in thousands):

Balance at December 31, 2025	\$ 26,800
Accrual for warranties issued during the period	8,136
Payments	(6,972)
Balance at March 28, 2026	<u>\$ 27,964</u>
Balance at December 31, 2024	\$ 25,306
Accrual for warranties issued during the period	8,122
Payments	(6,741)
Balance at March 29, 2025	<u>\$ 26,687</u>

Warranty expenses were \$8.1 million for each of the three months ended March 28, 2026 and March 29, 2025.

6. Income Taxes

The Company's effective tax rate for the three months ended March 28, 2026 and March 29, 2025 was 22.4% and 23.3%, respectively, after discrete items. The change in the Company's effective tax rate was primarily driven by lower state taxes.

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Notes to Unaudited Condensed Consolidated Financial Statements

The Company will recognize a tax benefit in the financial statements for an uncertain tax position only if the Company’s assessment is that the position is “more likely than not” (i.e., a likelihood greater than 50 percent) to be allowed by the tax jurisdiction based solely on the technical merits of the position. The term “tax position” refers to a position in a previously filed tax return or a position expected to be taken in a future tax return that is reflected in measuring current or deferred income tax assets and liabilities for financial reporting purposes. There were uncertain tax positions of \$0.5 million as of both March 28, 2026 and December 31, 2025.

In assessing the realizability of deferred tax assets, the Company considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. Management considers the scheduled reversal of deferred tax liabilities and projected future taxable income in making this assessment. Management evaluates the need for valuation allowances on the deferred tax assets according to the provisions of ASC 740, Income Taxes. In making this determination, the Company assesses all available evidence (positive and negative) including recent earnings, internally-prepared taxable income projections, and historical financial performance.

7. Long-Term Debt, Net

Long-term debt, net, consists of the following (in thousands):

	March 28, 2026	December 31, 2025
First Lien Term Facility, due May 28, 2028	\$ 955,000	\$ 955,000
ABL Revolving Credit Facility	—	—
Other bank debt	1,429	4,826
Finance lease obligations	3,422	3,639
Subtotal	959,851	963,465
Less: Current portion of the long-term debt	(11,053)	(13,261)
Less: Unamortized debt issuance costs	(6,042)	(6,657)
Total	\$ 942,756	\$ 943,547

On June 18, 2025, the Company entered into the Fifth Amendment to its existing ABL Revolving Credit Facility (the “ABL Facility”) to extend the maturity date to February 25, 2028. The amendment also included the removal of the 10 basis points credit spread adjustment previously applicable to Secured Overnight Financing Rate borrowings and the removal of the first-in, last-out subfacility.

The Credit Facilities contain collateral requirements, restrictions, and covenants, including restrictions under the First Lien Term Facility on the Company’s ability to pay dividends on the Company’s common stock, par value \$0.001 per share (“Common Stock”). Under the agreement governing the First Lien Credit Facility (the “First Lien Credit Agreement”), the Company must also make an annual mandatory prepayment of principal commencing April 2023 for between 0% and 50% of the excess cash, as defined in the First Lien Credit Agreement, generated in the prior calendar year. The amount due varies with the First Lien Leverage Ratio as defined in the First Lien Credit Agreement, from zero if the First Lien Leverage Ratio is less than or equal to 2.5x, to fifty percent if the First Lien Leverage Ratio is greater than 3.0x less certain allowed deductions. The Company did not have a mandatory prepayment in 2026 based on the First Lien Leverage Ratio as of December 31, 2025 and the applicable criteria under the First Lien Credit Agreement. All outstanding principal under the First Lien Credit Agreement is due at maturity on May 28, 2028. As of March 28, 2026, the Company was in compliance with all covenants under the Credit Facilities.

8. Derivatives and Hedging Transactions

The Company holds derivative financial instruments for the purpose of hedging the risks of certain identifiable and anticipated transactions. In general, the types of risks hedged are those relating to the variability of future earnings and cash flows caused by movements in foreign currency exchange rates and interest rates. In hedging the transactions, the Company in the normal course of business, holds the following types of derivatives.

Interest Rate Swap Agreements

The Company enters into interest rate swap agreements designated as cash flow hedges to manage its interest rate risk related to its variable rate debt obligations. As cash flow hedges, unrealized gains are recognized as assets while unrealized losses are recognized as liabilities. The interest rate swap agreements are highly correlated to the changes in interest rates to which the Company is exposed. Unrealized gains and losses on these instruments have been designated as effective and as such, the related gains or losses have been recorded as a component of accumulated other comprehensive (loss) income, net of tax.

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Other comprehensive income or loss is reclassified into current period income when the hedged interest expense affects earnings.

The Company was a party to interest rate swap agreements with an aggregate notional amount of \$700.0 million and \$600.0 million as of March 28, 2026 and December 31, 2025, respectively. The increase was attributable to a temporary timing overlap between the instrument that matured at the end of March 2026 and the instrument that became effective at the beginning of the Company's fiscal second quarter to replace the expiring notional amount.

As of March 28, 2026, a notional amount of \$100.0 million matures in fiscal April 2026, a notional amount of \$250.0 million matures in January 2027, a notional amount of \$100.0 million matures in March 2027, and a notional amount of \$250.0 million matures in March 2028.

Foreign Exchange Contracts

The Company periodically enters into foreign exchange contracts to manage risks associated with foreign currency transactions and future variability of intercompany cash flows arising from those transactions that may be adversely affected by changes in exchange rates. These contracts are marked-to-market with the resulting gains and losses recognized in earnings. For the three months ended March 28, 2026 and March 29, 2025, the Company recognized \$0.8 million of income and \$0.8 million of expense, respectively, in Other expense, net, related to foreign exchange contracts.

The following table summarizes the gross fair values and location on the unaudited condensed consolidated balance sheets of the Company's significant derivative instruments (in thousands):

	March 28, 2026			December 31, 2025			
	Other Current Assets	Other Non-Current Assets	Accrued Expenses and Other Liabilities	Other Current Assets	Other Non-Current Assets	Accrued Expenses and Other Liabilities	Other Non-Current Liabilities
Interest rate swaps	\$ 4,804	\$ 2,042	\$ 42	\$ —	\$ 4,680	\$ 122	\$ 180
Foreign exchange contracts	424	—	475	129	—	884	—
Total	\$ 5,228	\$ 2,042	\$ 517	\$ 129	\$ 4,680	\$ 1,006	\$ 180

The following table presents the effects of derivative instruments by contract type in accumulated other comprehensive (loss) income ("AOCI") in the Company's unaudited condensed consolidated financial statements (in thousands):

	Gain (Loss) Recognized in AOCI ⁽¹⁾		Gain (Loss) Reclassified From AOCI to Earnings ⁽²⁾		Location of Gain (Loss) Reclassified from AOCI into Earnings
	Three Months Ended		Three Months Ended		
	March 28, 2026	March 29, 2025	March 28, 2026	March 29, 2025	
Interest rate swaps ⁽³⁾	\$ 3,791	\$ (3,460)	\$ 1,364	\$ 2,790	Interest expense, net

(1) The tax expense and benefit, respectively, on the gain (loss) recognized in AOCI for the three months ended March 28, 2026 and March 29, 2025 was \$0.9 million and \$0.9 million, respectively.

(2) The tax expense on the gain reclassified from AOCI to earnings for the three months ended March 28, 2026 and March 29, 2025 was \$0.3 million and \$0.7 million, respectively.

(3) The Company estimates that \$6.4 million of unrealized gains will be reclassified from AOCI into earnings in the next 12 months.

9. Fair Value Measurements

The Company is required to disclose the estimated fair values of all financial instruments, even if they are not carried at their fair value. The fair values of financial instruments are estimates based upon market conditions and perceived risks. These estimates require management's judgment and may not be indicative of the future fair values of the assets and liabilities.

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The accounting guidance for fair value measurements and disclosures establishes a three-level fair value hierarchy:

- *Level 1* - Inputs are based on quoted prices in active markets for identical assets and liabilities.
- *Level 2* - Inputs are based on observable inputs other than quoted prices in active markets for identical or similar assets and liabilities.
- *Level 3* - One or more inputs are unobservable and significant.

Financial and nonfinancial assets and liabilities are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. The Company's financial instruments include cash and cash equivalents, short-term investments, accounts receivable, and accounts payable. The carrying amount of these instruments approximate fair value because of their short-term nature.

The Company's interest rate swaps and foreign exchange contracts are measured in the financial statements at fair value on a recurring basis. The fair values of these instruments are estimated using industry standard valuation models using market-based observable inputs, including interest rate curves. These instruments are customary, over-the-counter contracts with various bank counterparties. Accordingly, the fair value measurements of the interest rate swaps and foreign exchange contracts are categorized as Level 2.

The Company's investment plan assets as part of the nonqualified Hayward Industries Supplemental Retirement Plan (the "Supplemental Retirement Plan") are presented in the financial statements at fair value on a recurring basis and are based on quoted market prices in active markets. Accordingly, the fair value measurements of the Supplemental Retirement Plan assets are categorized as Level 1. The value of investments related to the Supplemental Retirement Plan is included in other assets and a corresponding liability to participants is recorded in other liabilities.

The following table sets forth the Company's financial assets and liabilities that were accounted for at fair value on a recurring basis (in thousands):

	March 28, 2026				December 31, 2025			
	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3	Total
Assets:								
Interest rate swaps	\$ —	\$ 6,846	\$ —	\$ 6,846	\$ —	\$ 4,680	\$ —	\$ 4,680
Foreign exchange contracts	—	424	—	424	—	129	—	129
Supplemental Retirement Plan assets	11,188	—	—	11,188	10,405	—	—	10,405
Liabilities:								
Interest rate swaps	\$ —	\$ 42	\$ —	\$ 42	\$ —	\$ 302	\$ —	\$ 302
Foreign exchange contracts	—	475	—	475	—	884	—	884
Supplemental Retirement Plan liabilities	11,188	—	—	11,188	10,405	—	—	10,405

The estimated fair value of the long-term debt and related current maturities (excluding finance leases and other bank debt) is based on observable quoted prices in active markets for similar liabilities and is classified as a Level 2 input. The Company's short-term investments are held-to-maturity fixed income securities and carried at amortized cost.

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The following table sets forth the Company's financial assets and liabilities that were not carried at fair value (in thousands):

	March 28, 2026		December 31, 2025	
	Carrying Value	Fair Value	Carrying Value	Fair Value
Assets:				
Short-term investments ⁽¹⁾				
Commercial paper	\$ 19,935	\$ 19,935	\$ 69,462	\$ 69,462
Time deposits	75,000	75,000	—	—
Liabilities:				
Long-term debt and related current maturities	\$ 955,000	\$ 958,581	\$ 955,000	\$ 960,969

(1) The Company held \$94.9 million in held-to-maturity debt securities with maturity dates within one year. The fair value of the Company's held-to-maturity debt securities approximates their amortized cost.

10. Segments and Related Information

The Company's operational and management structure is aligned to its key geographies and go-to market strategy resulting in two reportable segments: North America ("NAM") and Europe & Rest of World ("E&RW"). Operating segments have not been aggregated to form the reportable segments. The Company's CODM is the President and Chief Executive Officer. The Company determined its reportable segments based on how the Company's CODM reviews the Company's operating results in assessing performance and allocating resources. The CODM uses segment income in assessing performance of and allocating resources to the reportable segments. Segment income is defined as net sales less cost of sales, less segment selling, general and administrative expense ("SG&A") and segment research development and engineering expense ("RD&E"), excluding acquisition and restructuring related expense, as well as amortization of intangible assets recorded within SG&A expense.

The CODM does not evaluate reportable segments using asset information as these are managed on an enterprise-wide basis. The accounting policies of the segments are the same as those of Hayward.

NAM manufactures and sells residential and commercial swimming pool equipment and supplies as well as equipment that controls the flow of fluids.

E&RW manufactures and sells residential and commercial swimming pool equipment and supplies.

The Company sells its products primarily through distributors and retailers. Financial information by reportable segment, net of intercompany transactions, is included in the following summary (in thousands):

	Three Months Ended			Three Months Ended		
	March 28, 2026			March 29, 2025		
	NAM	E&RW	Total	NAM	E&RW	Total
External net sales	\$ 209,797	\$ 45,419	\$ 255,216	\$ 187,069	\$ 41,772	\$ 228,841
<i>Significant Segment Expenses</i>						
Cost of Sales	107,376	29,139	136,515	95,826	27,762	123,588
Segment selling, general and administrative expense	45,473	7,683	53,156	42,132	7,143	49,275
Research, development and engineering expense	6,442	314	6,756	5,657	329	5,986
Segment income	50,506	8,283	58,789	43,454	6,538	49,992
Capital expenditures ⁽¹⁾	7,227	57	7,284	5,900	212	6,112
Depreciation and amortization ⁽¹⁾⁽²⁾	6,829	508	7,337	7,200	414	7,614
Intersegment sales	5,663	119	5,782	6,684	63	6,747

(1) Capital expenditures and depreciation associated with Corporate are not included in these totals.

(2) Amortization expense excluded from segment income is not included in these totals.

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The following table presents a reconciliation of segment income to income from operations before income taxes (in thousands):

	Three Months Ended	
	March 28, 2026	March 29, 2025
Total segment income	\$ 58,789	\$ 49,992
Corporate expense, net	9,430	7,720
Acquisition and restructuring related expense	505	1,926
Amortization of intangible assets	6,366	6,835
Operating income	42,488	33,511
Interest expense, net	11,507	13,651
Loss on debt extinguishment	201	—
Other (income) expense, net	666	1,179
Total other expense	12,374	14,830
Income from operations before income taxes	\$ 30,114	\$ 18,681

11. Earnings Per Share

The following table sets forth the computation of basic and diluted net income per share attributable to common stockholders (in thousands, except share and per share data):

	Three Months Ended	
	March 28, 2026	March 29, 2025
Net income attributable to common stockholders	\$ 23,359	\$ 14,333
Weighted average number of common shares outstanding, basic	217,359,824	215,962,018
Effect of dilutive securities ^(a)	5,063,585	5,889,381
Weighted average number of common shares outstanding, diluted	222,423,409	221,851,399
Earnings per share attributable to common stockholders, basic	\$ 0.11	\$ 0.07
Earnings per share attributable to common stockholders, diluted	\$ 0.11	\$ 0.06

(a) For the three months ended March 28, 2026 and March 29, 2025, there were potential common shares totaling approximately 2.0 million and 1.8 million, respectively, that were excluded from the computation of diluted EPS as the effect of inclusion of such shares would have been anti-dilutive.

12. Commitments and Contingencies

Litigation

The Company is involved in litigation arising in the normal course of business, including involving product liability claims. Where appropriate, these matters have been submitted to the Company's insurance carrier. The Company determines whether an estimated loss from a contingency should be accrued by assessing whether a loss is deemed probable and can be reasonably estimated. It is not possible to quantify the ultimate liability, if any, in these matters.

On August 2, 2023, a securities class action complaint was filed in the United States District Court for the District of New Jersey against the Company and certain of its current directors and officers (Kevin Holleran and Eifion Jones) and MSD Partners, L.P. and CCMP Capital Advisors, LP on behalf of a putative class of stockholders who acquired shares of the Company's Common Stock between March 2, 2022 and July 27, 2022. That action is captioned *City of Southfield Fire and Police Retirement System vs. Hayward Holdings, Inc., et al.*, 2:23-cv-04146-WJM-ESK (D.N.J.) ("City of Southfield"). On September 28, 2023, a second, related securities class action complaint was filed in the United States District Court for the District of New Jersey against the Company and certain of its current directors and officers (Kevin Holleran and Eifion Jones) and MSD Partners, L.P. and CCMP Capital Advisors, LP on behalf of a putative class of stockholders who acquired shares of the Company's Common Stock between October 27, 2021 and July 28, 2022. That action is captioned *Erie County Employees' Retirement System vs. Hayward Holdings, Inc., et al.*, 2:23-cv-04146-WJM-ESK (D.N.J.) ("Erie County"). On December 19,

2023, the Court issued a ruling consolidating the two securities class actions (City of Southfield and Erie County) under the City of Southfield docket (the "Securities Class Action") and appointing a lead plaintiff. In a consolidated class action complaint filed March 4, 2024, the lead plaintiff alleged on behalf of a putative class of stockholders who acquired shares of the Company's common stock between October 27, 2021 and July 28, 2022, among other things, that the Company, Kevin Holleran, and Eifion Jones violated Sections 10(b) and 20(a) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") (by, among other things, making materially false or misleading statements regarding inventory, growth, and demand trends and the Company's financial projections for 2022. On October 2, 2024, the Court issued an Opinion and Order dismissing the consolidated class action complaint and granting the lead plaintiff leave to file an amended complaint within 30 days. On November 1, 2024, the lead plaintiff filed a consolidated amended class action complaint making substantially similar allegations as in the consolidated class action complaint, but adding additional defendants affiliated with MSD Partners, L.P. and CCMP Capital Advisors, LP. On December 18, 2024, the Company and all other defendants moved to dismiss the consolidated amended class action complaint. On June 4, 2025, the Court issued an Opinion and Order granting in part and denying in part the motion to dismiss. The Court thereafter ordered the parties to mediation. On November 20, 2025, the parties reported to the Court that they had reached a settlement in principle, which is subject to Court approval. On February 28, 2026, the Court granted preliminary approval of settlement. The final settlement hearing is scheduled for July 28, 2026. The Securities Class Action seeks unspecified monetary damages on behalf of a putative class and an award of costs and expenses, including reasonable attorneys' fees.

On November 27, 2023, a shareholder derivative lawsuit was filed in the United States District Court for the District of New Jersey against current and past officers and directors of the Company captioned *Heicklen v. Holleran, et al.*, 2:23-cv-22649 (D.N.J.) (the "Heicklen Action"). On August 28, 2025, a second shareholder derivative lawsuit was filed in the United States District Court for the District of New Jersey against current and past officers and directors of the Company, as well as defendants affiliated with MSD Partners, L.P., CCMP Capital Advisors, LP, and Alberta Investment Management Corporation captioned *Hertzog v. Holleran, et al.*, 2:25-cv-14856 (D.N.J.) (the "Hertzog Action"). On November 18, 2025, a third shareholder derivative lawsuit was filed in the Court of Chancery of the State of Delaware against certain current and past officers and directors of the Company, as well as defendants affiliated with MSD Partners, L.P. and CCMP Capital Advisors, LP captioned *Roberta Tackett, Aqua Palace, LLC and Jennifer Roberts vs. Hayward Holdings, Inc., et al.*, C.A. No. 2025-1344 (Del. Ch.) (the "Tackett Action"). On April 9, 2026, a fourth shareholder derivative lawsuit was filed in the Court of Chancery of the State of Delaware against certain current and past officers and directors of the Company captioned *David Aitken vs. Kevin Holleran, et al.*, C.A. 2026-0472 (Del. Ch.) (the "Aitken Action" and together with the Heicklen, Hertzog, and Tackett Actions, the "Derivative Actions"). The Derivative Actions allege claims for breaches of fiduciary duties to Company stockholders and/or aiding and abetting breaches of fiduciary duties in connection with the claims in the Securities Class Action. The Heicklen Action also alleges claims for unjust enrichment, corporate waste, and violations of Section 10(b) of the Exchange Act. The Hertzog Action also alleges claims for insider trading, corporate waste, and violations of Sections 14(a), 21D, 20(a), 29(B) of the Exchange Act. The Tackett Action also alleges claims for insider trading and aiding and abetting insider trading. The Aitken Action also alleges claims for unjust enrichment and waste of corporate assets. The plaintiffs in the Derivative Actions seek recovery of unspecified compensatory and punitive damages and attorneys' fees and costs, improvements to the Company's corporate governance and internal procedures, disgorgement, and restitution. The Heicklen and Hertzog Actions are presently stayed. In the Tackett and Aitken Actions, defendants' time to respond to the complaint has not yet commenced.

We dispute the allegations of wrongdoing in the Securities Class Action and the Derivative Actions. During the three months ended March 28, 2026, the Company's insurance carriers paid \$10.0 million of the Securities Class Action settlement. As of March 28, 2026, the Company has \$9.9 million of the loss contingency and \$7.3 million of insurance receivables related to the settlement, which are recorded within accrued expenses and other liabilities and other current assets on the consolidated balance sheets, respectively. In view of the complexity and ongoing and uncertain nature of the outstanding proceedings and inquiries, at this time we are unable to estimate a reasonably possible range of financial obligation that we may incur to resolve the Derivative Actions. Additional expenses incurred, if any, related to this case are subject to insurance recoveries pursuant to the Company's retention amount with its insurance carriers.

Contingencies

On February 20, 2026, the United States Supreme Court issued a ruling striking down certain tariffs previously imposed under the International Emergency Economic Powers Act ("IEEPA"). Following the Supreme Court's decision, the U.S. announced its intention to invoke other laws to collect tariffs and announced new tariffs on imports, in addition to any existing non-IEEPA tariffs. There remains substantial uncertainty regarding the duration of existing and newly announced tariffs, potential changes or pauses to such tariffs, tariff levels, and whether further additional tariffs or other retaliatory actions may be imposed, modified, or suspended, and the impacts of such actions on our business. Furthermore, the Company may be eligible

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to receive refunds of certain tariffs it paid that were levied under the IEEPA. If it is determined that the Company is eligible for refunds, the availability, amount and timing of such refunds is uncertain and subject to further developments. In the event the Company receives a refund of tariffs previously paid, it may elect or be required to return a portion of such amounts to customers that provided the Company tariff relief and/or price concessions. Any such obligations could reduce any benefit from a refund. No refund asset or liability has been recorded as of the three months ended March 28, 2026.

The Company participates in customs duty drawback programs that provide for the refund of certain import duties, taxes, and fees paid on imported material that is subsequently exported. Such recoveries are subject to review, audit, and final liquidation by customs authorities and require compliance with statutory filing deadlines and documentation requirements. Although we do not currently estimate any additional duty drawback claims related to the current year or prior years to be refunded to CBP, we continue to assess our obligations. Future recoveries of these claims, if any, may differ from amounts previously estimated.

13. Leases

The Company's operating and finance lease portfolio is described in Note 15. Leases of Notes to Consolidated Financial Statements in our Annual Report on Form 10-K for the year ended December 31, 2025.

Supplemental cash flow information related to leases was as follows (in thousands):

	Three Months Ended	
	March 28, 2026	March 29, 2025
Right-of-use assets obtained in exchange for lease obligations:		
Operating leases	\$ 345	\$ 751
Finance leases	—	103

Supplemental balance sheet information related to leases was as follows (in thousands):

	March 28, 2026	December 31, 2025
Operating leases		
Other non-current assets	\$ 51,920	\$ 54,242
Accrued expenses and other liabilities	9,446	10,048
Other non-current liabilities	49,589	51,351
Total operating lease liabilities	59,035	61,399
Finance leases		
Property, plant and equipment	4,255	4,262
Accumulated depreciation	(774)	(588)
Property, plant and equipment, net	3,481	3,674
Current maturities of long-term debt	850	839
Long-term debt	2,572	2,800
Total finance lease liabilities	\$ 3,422	\$ 3,639

14. Stockholders' Equity

Preferred Stock

The Company's Second Restated Certificate of Incorporation authorizes the Company to issue up to 100,000,000 shares of preferred stock, \$0.001 value per share, all of which is undesignated.

Common Stock

The Company's Second Restated Certificate of Incorporation authorizes the Company to issue up to 750,000,000 shares of Common Stock, \$0.001 value per share. Each share of Common Stock is entitled to one vote on all matters submitted to a vote

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of the Company's stockholders. The holders of Common Stock are entitled to receive dividends, if any, as may be declared by the Board of Directors.

Dividends paid

For the three months ended March 28, 2026 and March 29, 2025, no dividends were declared or paid to the Company's common stockholders.

Share Repurchase Program

On July 28, 2025, the Board of Directors authorized the Company's share repurchase program (the "Share Repurchase Program") such that the Company is authorized to repurchase from time to time up to an aggregate of \$450 million of its outstanding shares of Common Stock, which authorization expires on July 28, 2028.

During the three months ended March 28, 2026, the Company repurchased 350,000 shares of Common Stock in the open market at an average price per share of \$16.72, for an aggregate consideration of approximately \$5.9 million, as part of the Share Repurchase Program. As of March 28, 2026, \$440.2 million remained available for additional share repurchases under the program.

15. Stock-based Compensation

Stock-based compensation expense recorded in the unaudited condensed consolidated statements of operations for equity-classified stock-based awards was \$3.6 million and \$2.9 million for the three months ended March 28, 2026 and March 29, 2025, respectively.

The Company has established two equity incentive plans as described below.

2021 Equity Incentive Plan

In March 2021, the Company adopted the 2021 Equity Incentive Plan (the "2021 Plan"). Under the 2021 Plan, up to 13,737,500 shares of Common Stock may be granted to employees, directors and consultants in the form of stock options, restricted stock units and other stock-based awards. The terms of awards granted under the 2021 Plan are determined by the Compensation Committee of the Board of Directors, subject to the provisions of the 2021 Plan.

Options granted under the 2021 Plan expire no later than 10 years from the date of grant. The vesting period of stock options and restricted stock units granted under the 2021 Plan is generally three years from the date of grant.

During the three months ended March 28, 2026, the Company granted 498,488 time-based restricted stock units and 322,873 performance-based restricted stock units (at the target performance level) under the 2021 Plan with a weighted-average grant-date fair value per share of \$16.00 and \$16.58, respectively.

16. Acquisitions and Restructuring

Acquisition and restructuring related expense, net consists of the following (in thousands):

	Three Months Ended	
	March 28, 2026	March 29, 2025
Business restructuring costs	\$ 505	\$ 213
Acquisition transaction and integration costs	—	1,713
Total	\$ 505	\$ 1,926

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The following tables summarize the status of the Company’s restructuring related expense and related liability balances (in thousands):

	Liability as of January 1, 2026	2026 Activity		Liability as of March 28, 2026
		Costs Recognized	Cash Payments	
One-time termination benefits	\$ 831	\$ 505	\$ (531)	\$ 805
Facility-related	9	—	(9)	—
Other	8	—	(8)	—
Total	\$ 848	\$ 505	\$ (548)	\$ 805

	Liability as of January 1, 2025	2025 Activity		Liability as of March 29, 2025
		Costs Recognized	Cash Payments	
One-time termination benefits	\$ 1,534	\$ 213	\$ (42)	\$ 1,705
Other	28	—	(28)	—
Total	\$ 1,562	\$ 213	\$ (70)	\$ 1,705

Acquisitions

On June 26, 2024, the Company acquired the equity interests of ChlorKing HoldCo, LLC and related entities (“ChlorKing”). The acquired business includes pool saline chlorinators and UV disinfection systems serving the commercial pools and water treatment market segments. For the three months ended March 29, 2025, transaction expenses recognized for the acquisition were \$1.7 million. These expenses are included within Acquisition and restructuring related expense on the Company’s unaudited condensed consolidated statements of operations.

17. Related-Party Transactions

During the three months ended March 28, 2026 and March 29, 2025, the Company did not incur any significant related-party transactions.

18. Accumulated Other Comprehensive (Loss) Income

The changes in accumulated other comprehensive (loss) income are provided in the tables below (in thousands):

	Cumulative Translation Adjustment	Unrecognized (Losses) Gain on Derivative Instruments for Cash Flow Hedges	Accumulated Other Comprehensive (Loss) Income, Net of Taxes
Balance at December 31, 2025	\$ (7,996)	\$ 3,283	\$ (4,713)
Other comprehensive income (loss) before reclassifications	(2,923)	3,791	868
Amounts reclassified from accumulated other comprehensive income	—	(1,364)	(1,364)
Net current period other comprehensive income (loss)	(2,923)	2,427	(496)
Tax amounts	—	(607)	(607)
Balance at March 28, 2026	\$ (10,919)	\$ 5,103	\$ (5,816)

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	Cumulative Translation Adjustment	Unrecognized (Losses) Gain on Derivative Instruments for Cash Flow Hedges	Accumulated Other Comprehensive (Loss) Income, Net of Taxes
Balance at December 31, 2024	\$ (24,720)	\$ 13,223	\$ (11,497)
Other comprehensive (loss) income before reclassifications	3,729	(3,460)	269
Amounts reclassified from accumulated other comprehensive income	—	(2,790)	(2,790)
Net current period other comprehensive (loss) income	3,729	(6,250)	(2,521)
Tax amounts	—	1,562	1,562
Balance at March 29, 2025	\$ (20,991)	\$ 8,535	\$ (12,456)

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Our Company

The Company is a leading global specialty water management company focused on designing and manufacturing pool and outdoor living technology and industrial flow control products. The Company benefits from a large installed base, recurring aftermarket demand (such as the ongoing repair, replacement, remodeling and upgrading of equipment for existing pools) and from a history of innovation, which together support long-term growth and cash generation. Our engineered products, which include various energy-efficient and more environmentally sustainable offerings, enhance the pool owner's outdoor living lifestyle while also delivering high quality water, pleasant ambiance and ease of use for the ultimate backyard experience. Aftermarket replacements and upgrades to higher value IoT and energy efficient models are a primary growth driver for our business.

We have an estimated North American residential pool market share of approximately 33%. We believe that we are well-positioned for future growth. We estimate aftermarket sales represent approximately 85% of North American residential pool net sales and are generally recurring in nature since these products are critical to the ongoing operation of pools given requirements for water quality and sanitization. Our product replacement cycle of approximately eight to 11 years drives multiple replacement opportunities over the typical life of a pool, creating opportunities to generate aftermarket product sales as pool owners repair, remodel and upgrade their pools. We estimate aftermarket sales based upon feedback from certain representative customers and management's interpretation of available industry and government data, and not upon our GAAP net sales results.

The Company has seven manufacturing facilities worldwide, which are located in North Carolina, Georgia, Tennessee, Rhode Island, Spain (two) and China, and other facilities in the United States, Canada, France and Australia.

Segments

Our business is organized into two reportable segments: North America ("NAM") and Europe & Rest of World ("E&RW"). The Company determined its reportable segments based on how the Chief Operating Decision Maker ("CODM") reviews the Company's operating results in assessing performance and allocating resources. The Company's CODM is the President and Chief Executive Officer.

NAM manufactures and sells a complete line of residential and commercial swimming pool equipment and supplies in the United States and Canada, and manufactures and sells flow control products.

E&RW manufactures and sells residential and commercial swimming pool equipment and supplies in Europe, Central and South America, the Middle East, Australia and other Asia Pacific countries.

NAM accounted for 82% of total net sales for both the three months ended March 28, 2026 and March 29, 2025, and E&RW accounted for 18% of total net sales for both the three months ended March 28, 2026 and March 29, 2025.

Factors Affecting the Comparability of our Results of Operations

Our results of operations for the three months ended March 28, 2026 and March 29, 2025 have been affected by the following, among other events, which must be understood to assess the comparability of our period-to-period financial performance and condition.

Our fiscal quarters end on the Saturday closest to and before the calendar quarter end, with the exception of year end which ends on December 31 of each fiscal year. The interim closing date for the first, second and third quarters of 2026 are March 28, June 27, and September 26, compared to the respective March 29, June 28, and September 27, 2025 dates. This resulted in one fewer working day for the three months ended March 28, 2026 compared to the 2025 period.

Seasonality

Our business is seasonal, with sales typically higher in the second and fourth quarters. During the second quarter of a fiscal year, sales are higher in anticipation of the start of the summer pool season. In the fourth quarter, we incentivize customers to buy and stock up in preparation for next year's pool season under an "Early Buy" program, which features price discounts and extended payment terms. Shipments for the 2025 Early Buy program began in the late third quarter and continued through approximately the first quarter of 2026. The favorable payment terms extended as part of the Early Buy program generally do not exceed 180 days. We aim to keep our manufacturing plants running at a constant level throughout the year and consequently we generally build inventory in the first and third quarters, and inventory is sold-down in the second and fourth quarters. Our accounts receivable balance increases from September to April as a result of the Early Buy extended terms and

increases through June due to higher sales in the second quarter. Also, because the majority of our sales are to distributors whose inventory of our products may vary, including due to reasons beyond our control, such as end-user demand, supply chain lead times and macroeconomic factors, our revenue may fluctuate from period to period.

Tariffs, Trade Restrictions and Other Geopolitical Events

The imposition of, and threat of imposition of, tariffs and other trade restrictions by the United States government in 2025, and tariffs and other trade restrictions announced by governments of other nations in response to these actions, have created substantial uncertainty in the global economy. On February 20, 2026, the United States Supreme Court issued a ruling striking down certain tariffs previously imposed under the International Emergency Economic Powers Act (“IEEPA”). Following the Supreme Court’s decision, the U.S. announced its intention to invoke other laws to collect tariffs and announced new tariffs on imports, in addition to any existing non-IEEPA tariffs. There remains substantial uncertainty regarding the duration of existing and newly announced tariffs, potential changes or pauses to such tariffs, tariff levels, and whether further additional tariffs or other retaliatory actions may be imposed, modified, or suspended, and the impacts of such actions on our business. Furthermore, the Company may be eligible to receive refunds of certain tariffs it paid that were levied under the IEEPA. If it is determined that the Company is eligible for refunds, the availability, amount and timing of such refunds is uncertain and subject to further developments. This uncertainty, as well as the direct impact of tariffs and other trade restrictions, may adversely affect the Company’s business by reducing market demand for the Company’s products, increasing the Company’s supply costs that cannot be passed on to customers and/or adversely affecting the competitiveness of the Company’s products against those of manufacturers not subject to such tariffs and trade restrictions. Geopolitical conflicts around the world have also created substantial uncertainty in the global economy, including as a result of sanctions and penalties imposed in response to these conflicts. In particular, armed conflicts in the Middle East and in Ukraine and Russia have adversely affected market demand in the Middle East and Asia, which has negatively impacted our results in our E&RW segment. See “—Segment—Europe & Rest of World,” below. Given the nature of our business and global operations, if these or other geopolitical conflicts continue or worsen, our business and results of operations may be adversely affected.

Key Measures We Use to Evaluate Our Business

We consider a variety of financial and operating measures in assessing the performance of our business. The key GAAP measures we use are net sales, gross profit and gross profit margin, selling, general, and administrative expense (“SG&A”), research, development, and engineering expense (“RD&E”), operating income and operating income margin. The key non-GAAP measures we use are EBITDA, adjusted EBITDA, adjusted EBITDA margin, adjusted segment income, adjusted segment income margin, adjusted net income, adjusted net income margin, and adjusted diluted earnings per share.

For information about our use of Non-GAAP measures and a reconciliation of these metrics to the most directly comparable GAAP measures see “—Non-GAAP Reconciliations.”

Results of Operations

Consolidated

The following tables summarize key components of our results of operations for the periods indicated. We derived the consolidated statements of operations for the three months ended March 28, 2026 and March 29, 2025 from our unaudited condensed consolidated financial statements. Our historical results are not necessarily indicative of the results that may be expected in the future. The following table summarizes our results of operations:

(In thousands)

	Three Months Ended	
	March 28, 2026	March 29, 2025
Net sales	\$ 255,216	\$ 228,841
Cost of sales	136,515	123,588
Gross profit	118,701	105,253
Selling, general and administrative expense	62,586	56,995
Research, development and engineering expense	6,756	5,986
Acquisition and restructuring related expense	505	1,926
Amortization of intangible assets	6,366	6,835
Operating income	42,488	33,511
Interest expense, net	11,507	13,651
Loss on debt extinguishment	201	—
Other expense, net	666	1,179
Total other expense	12,374	14,830
Income from operations before income taxes	30,114	18,681
Provision for income taxes	6,755	4,348
Net income	\$ 23,359	\$ 14,333
Adjusted net income ^(a)	\$ 29,836	\$ 22,110
Adjusted EBITDA ^(a)	\$ 56,381	\$ 49,102

(a) See “—Non-GAAP Reconciliations.”

Net sales

Net sales increased to \$255.2 million for the three months ended March 28, 2026 from \$228.8 million for the three months ended March 29, 2025, an increase of \$26.4 million, or 11.5%. See the segment discussion below for further information.

The year-over-year net sales increase was driven by the following:

	Three Months Ended
	March 28, 2026
Price, net of discounts and allowances	8.6 %
Currency and other	1.9
Volume	1.0
Total	11.5 %

The net sales increase for the three months ended March 28, 2026 was driven by positive net price to offset inflation and tariffs, the favorable impact from foreign currency translation, and an increase in volume.

Gross profit and gross profit margin

Gross profit increased to \$118.7 million for the three months ended March 28, 2026 from \$105.3 million for the three months ended March 29, 2025, an increase of \$13.4 million, or 12.8%.

Gross profit margin increased to 46.5% for the three months ended March 28, 2026 compared to 46.0% for the three months ended March 29, 2025, an increase of 50 basis points, due to positive net price and operating efficiencies, partially offset by an increase in cost of sales driven by tariffs and inflation.

Selling, general, and administrative expense

Selling, general, and administrative expense ("SG&A") increased to \$62.6 million for the three months ended March 28, 2026 from \$57.0 million for the three months ended March 29, 2025, an increase of \$5.6 million, or 9.8%, primarily due to the timing of certain sales expenses during the year, incremental advertising expense for trade shows and new customers, and increased software costs.

As a percentage of net sales, SG&A decreased to 24.5% for the three months ended March 28, 2026 as compared to 24.9% for the three months ended March 29, 2025, a decrease of 40 basis points, as the growth in net sales exceeded the growth in SG&A.

Research, development, and engineering expense

Research, development, and engineering expense (RD&E) increased to \$6.8 million for the three months ended March 28, 2026 from \$6.0 million for the three months ended March 29, 2025, an increase of \$0.8 million, or 12.9%. RD&E spend continues to be focused on new product development and new product performance improvements.

As a percentage of net sales, RD&E remained relatively consistent at 2.6% for both the three months ended March 28, 2026 and March 29, 2025.

Acquisition and restructuring related expense

For the three months ended March 28, 2026, we incurred \$0.5 million of acquisition and restructuring related expense as compared to \$1.9 million of expense for the three months ended March 29, 2025. The expense in the three months ended March 28, 2026 was driven by costs associated with restructuring actions, while the prior period expense was primarily driven by costs associated with the acquisition of ChlorKing HoldCo, LLC and related entities ("ChlorKing"), including the deferred purchase price treated as compensation cost over the 12-month service period from the date of acquisition.

Amortization of intangible assets

For the three months ended March 28, 2026, amortization of intangible assets decreased by \$0.5 million compared to the three months ended March 29, 2025 due to the amortization pattern of certain intangible asset classes based on the declining balance method.

Operating income

For the three months ended March 28, 2026, operating income increased by \$9.0 million due to the aggregated effect of the items described above.

Interest expense, net

Interest expense, net, decreased to \$11.5 million for the three months ended March 28, 2026 from \$13.7 million for the three months ended March 29, 2025, a decrease of \$2.2 million, or 15.7%, primarily due to higher interest income on cash deposits and decreased net interest expense on bank debt.

Interest expense, net, for the three months ended March 28, 2026 consisted of \$13.6 million of interest expense on the outstanding debt and \$0.8 million of amortization of deferred financing fees, partially offset by \$2.9 million of interest income on cash deposits. The effective interest rate on our borrowings, including the impact of interest rate hedges, was 6.21% for the three months ended March 28, 2026.

Interest expense, net, for the three months ended March 29, 2025 consisted of \$14.3 million of interest expense on the outstanding debt and \$0.9 million of amortization of deferred financing fees, partially offset by \$1.5 million of interest income on cash deposits. The effective interest rate on our borrowings, including the impact of interest rate hedges, was 6.31% for the three months ended March 29, 2025.

Loss on extinguishment of debt

The \$0.2 million loss on extinguishment of debt for the three months ended March 28, 2026 was incurred as a result of the voluntary repayment of the principal balance for a portion of other bank debt in February 2026. There was no loss on extinguishment of debt for the three months ended March 29, 2025.

Provision for income taxes

We incurred income tax expense of \$6.8 million for the three months ended March 28, 2026, compared to income tax expense of \$4.3 million for the three months ended March 29, 2025, an increase of \$2.5 million, or 55.4%. While pretax income increased 61.2% for the three months ended March 28, 2026, the effective tax rate decreased, resulting in a 55.4% increase in income tax expense compared to the three months ended March 29, 2025.

The decrease in the Company's effective tax rate from 23.3% for the three months ended March 29, 2025 to 22.4% for the three months ended March 28, 2026 was primarily due to lower state taxes.

Net income and net income margin

As a result of the foregoing, net income increased by \$9.0 million, or 63.0%, for the three months ended March 28, 2026.

Net income margin increased to 9.2% for the three months ended March 28, 2026 compared to 6.3% for the three months ended March 29, 2025, an increase of 290 basis points.

Adjusted net income and Adjusted net income margin

Adjusted net income increased to \$29.8 million for the three months ended March 28, 2026 from \$22.1 million for the three months ended March 29, 2025, an increase of \$7.7 million, or 34.9%, driven primarily by increased net sales.

Adjusted net income margin increased to 11.7% for the three months ended March 28, 2026 compared to 9.7% for the three months ended March 29, 2025, an increase of 200 basis points.

Adjusted EBITDA and Adjusted EBITDA margin

Adjusted EBITDA increased to \$56.4 million for the three months ended March 28, 2026 from \$49.1 million for the three months ended March 29, 2025, an increase of \$7.3 million, or 14.8%, driven primarily by increased net sales.

Adjusted EBITDA margin increased to 22.1% for the three months ended March 28, 2026 compared to 21.5% for the three months ended March 29, 2025, an increase of 60 basis points.

Segment Results of Operations

The Company manages its business primarily on a geographic basis. The Company's reportable segments consist of NAM and E&RW. We evaluate performance based on net sales, gross profit, segment income and adjusted segment income, and we use gross profit margin, segment income margin and adjusted segment income margin as comparable performance measures for our reporting segments.

Segment income represents segment net sales less cost of sales, segment SG&A and RD&E, excluding acquisition and restructuring related expense as well as amortization of intangible assets. A reconciliation of segment income to our operating income is detailed below. Adjusted segment income represents segment income adjusted for the impact of depreciation, amortization of intangible assets recorded within cost of sales and certain non-cash, nonrecurring or other items that are included in segment income that we do not consider indicative of the ongoing segment operating performance. See "—Non-GAAP Reconciliations" for reconciliations of these metrics to the most directly comparable GAAP metric.

North America

(Dollars in thousands)

	Three Months Ended	
	March 28, 2026	March 29, 2025
Net sales	\$ 209,797	\$ 187,069
Gross profit	\$ 102,421	\$ 91,243
Gross profit margin %	48.8 %	48.8 %
Segment income	\$ 50,506	\$ 43,454
Segment income margin %	24.1 %	23.2 %
Adjusted segment income ^(a)	\$ 57,335	\$ 50,657
Adjusted segment income margin % ^(a)	27.3 %	27.1 %

(a) See "—Non-GAAP Reconciliations."

Net sales

Net sales increased to \$209.8 million for the three months ended March 28, 2026 from \$187.1 million for the three months ended March 29, 2025, an increase of \$22.7 million, or 12.1%.

The year-over-year net sales increase was driven by the following factors:

	Three Months Ended
	March 28, 2026
Price, net of allowances and discounts	10.3 %
Volume	1.4 %
Currency and other	0.4 %
Total	12.1 %

The net sales increase for the three months ended March 28, 2026 was driven primarily by positive net price to offset inflation and tariffs, an increase in volume, and the favorable impact from foreign currency translation.

Gross profit and gross profit margin

Gross profit increased to \$102.4 million for the three months ended March 28, 2026 from \$91.2 million for the three months ended March 29, 2025, an increase of \$11.2 million, or 12.3%.

Gross profit margin remained relatively flat at 48.8% for both the three months ended March 28, 2026 and March 29, 2025, primarily due to the offsetting impacts of positive net price, operating efficiencies and increased costs due to tariffs and inflation.

Segment income and segment income margin

Segment income increased to \$50.5 million for the three months ended March 28, 2026 from \$43.5 million for the three months ended March 29, 2025, an increase of \$7.0 million, or 16.2%. This was primarily driven by an increase in net sales, partially offset by an increase in SG&A due to the timing of sales expenses and incremental advertising expenses.

Segment income margin increased to 24.1% for the three months ended March 28, 2026 from 23.2% for the three months ended March 29, 2025, an increase of 90 basis points. The increase was driven by the same factors discussed above in segment income.

Adjusted segment income and Adjusted segment income margin

Adjusted segment income increased to \$57.3 million for the three months ended March 28, 2026 from \$50.7 million for the three months ended March 29, 2025, an increase of \$6.6 million, or 13.2%. This was driven by the increase in segment income as discussed above, after adjusting for the non-cash and specified costs discussed below in “— Non-GAAP Reconciliations.”

Adjusted segment income margin increased to 27.3% for the three months ended March 28, 2026 from 27.1% for the three months ended March 29, 2025, an increase of 20 basis points.

Europe & Rest of World

(Dollars in thousands)

	Three Months Ended	
	March 28, 2026	March 29, 2025
Net sales	\$ 45,419	\$ 41,772
Gross profit	\$ 16,280	\$ 14,010
Gross profit margin %	35.8 %	33.5 %
Segment income	\$ 8,283	\$ 6,538
Segment income margin %	18.2 %	15.7 %
Adjusted segment income ^(a)	\$ 8,791	\$ 6,952
Adjusted segment income margin % ^(a)	19.4 %	16.6 %

(a) See “—Non-GAAP Reconciliations.”

Net sales

Net sales increased to \$45.4 million for the three months ended March 28, 2026 from \$41.8 million for the three months ended March 29, 2025, an increase of \$3.6 million, or 8.7%.

The year-over-year net sales increase was driven by the following:

	Three Months Ended
	March 28, 2026
Currency and other	8.6 %
Price, net of allowances and discounts	0.7 %
Volume	(0.6) %
Total	8.7 %

The net sales increase for the three months ended March 28, 2026 was primarily due to the favorable impact of foreign currency translation and positive net price, partially offset by the impact of a modest decrease in volume.

Gross profit and Gross profit margin

Gross profit increased to \$16.3 million for the three months ended March 28, 2026 from \$14.0 million for the three months ended March 29, 2025, an increase of \$2.3 million, or 16.2%.

Gross profit margin increased to 35.8% for the three months ended March 28, 2026 from 33.5% for the three months ended March 29, 2025, an increase of 230 basis points, primarily driven by operational efficiencies.

Segment income and Segment income margin

Segment income increased to \$8.3 million for the three months ended March 28, 2026 from \$6.5 million for the three months ended March 29, 2025, an increase of \$1.8 million, or 26.7%. This was primarily driven by an increase in net sales and gross profit as discussed above.

Segment income margin increased by 250 basis points from 15.7% for the three months ended March 29, 2025 to 18.2% for the three months ended March 28, 2026, resulting from the increase in gross profit.

Adjusted segment income and Adjusted segment income margin

Adjusted segment income increased to \$8.8 million for the three months ended March 28, 2026 from \$7.0 million for the three months ended March 29, 2025, an increase of \$1.8 million or 26.5%. This was primarily driven by the increase in net sales and gross profit as discussed above, after adjusting for the non-cash and specified costs described in “—Non-GAAP Reconciliations” below.

Adjusted segment income margin increased to 19.4% for the three months ended March 28, 2026 from 16.6% for the three months ended March 29, 2025, an increase of 280 basis points.

Non-GAAP Reconciliations

The Company uses EBITDA, adjusted EBITDA, adjusted EBITDA margin, adjusted segment income, adjusted segment income margin, adjusted net income, adjusted net income margin and adjusted diluted earnings per share to supplement GAAP measures of performance to evaluate the effectiveness of our business strategies. These metrics are also frequently used by analysts, investors and other interested parties to evaluate companies in our industry, when considered alongside other GAAP measures.

EBITDA is defined as earnings before interest (including amortization of debt costs), income taxes, depreciation, and amortization. Adjusted EBITDA is defined as EBITDA adjusted for the impact of restructuring related income or expenses, stock-based compensation, currency exchange items, and certain non-cash, nonrecurring, or other items that are included in net income and EBITDA that we do not consider indicative of our ongoing operating performance. Adjusted EBITDA margin is defined as adjusted EBITDA divided by net sales. Adjusted segment income is defined as segment income adjusted for the impact of depreciation, amortization of intangible assets recorded within cost of sales, stock-based compensation and certain non-cash, nonrecurring or other items that are included in segment income that we do not consider indicative of the ongoing segment operating performance. Adjusted segment income margin is defined as adjusted segment income divided by segment net sales. Adjusted net income is defined as net income adjusted for the impact of restructuring related income or expenses, amortization, stock-based compensation, currency exchange items, and certain non-cash, nonrecurring, or other items that are

included in net income that we do not consider indicative of our ongoing operating performance. These adjustments are further adjusted to reflect a normalized tax rate. Adjusted net income margin is defined as adjusted net income divided by net sales.

EBITDA, adjusted EBITDA, adjusted EBITDA margin, adjusted segment income, adjusted segment income margin, adjusted net income, adjusted net income margin and adjusted diluted earnings per share are not recognized measures of financial performance under GAAP. We believe these non-GAAP measures provide analysts, investors and other interested parties with additional insight into the underlying trends of our business and assist these parties in analyzing our performance across reporting periods on a consistent basis by excluding items that we do not believe are indicative of our core operating performance, which allows for a better comparison against historical results and expectations for future performance. Management uses these non-GAAP measures to understand and compare operating results across reporting periods for various purposes including internal budgeting and forecasting, short and long-term operating planning, employee incentive compensation, and debt compliance. These non-GAAP measures are not intended to replace the presentation of our financial results in accordance with GAAP.

EBITDA, adjusted EBITDA, adjusted EBITDA margin, adjusted segment income, adjusted segment income margin, adjusted net income, adjusted net income margin and adjusted diluted earnings per share are not calculated in the same manner by all companies, and accordingly, are not necessarily comparable to similarly titled measures of other companies and may not be an appropriate measure for performance relative to other companies. EBITDA, adjusted EBITDA, adjusted segment income and adjusted net income should not be construed as indicators of a company's operating performance in isolation from, or as a substitute for, net income (loss) and segment income, which are prepared in accordance with GAAP. We have presented EBITDA, adjusted EBITDA, adjusted EBITDA margin, adjusted segment income, adjusted segment income margin, adjusted net income, adjusted net income margin and adjusted diluted earnings per share solely as supplemental disclosure because we believe it allows for a more complete analysis of results of operations. In the future we may incur expenses such as those added back to calculate adjusted EBITDA and adjusted net income. Our presentation of adjusted EBITDA, adjusted segment income and adjusted net income should not be construed as an inference that our future results will be unaffected by these items.

Net Income and Net Income Margin to Adjusted EBITDA and Adjusted EBITDA Margin

Following is a reconciliation from net income and net income margin to adjusted EBITDA and adjusted EBITDA margin:

(Dollars in thousands)

	Three Months Ended	
	March 28, 2026	March 29, 2025
Net income	\$ 23,359	\$ 14,333
Depreciation	5,949	6,263
Amortization	8,181	8,535
Interest expense, net	11,507	13,651
Income taxes	6,755	4,348
Loss on debt extinguishment	201	—
EBITDA	55,952	47,130
Stock-based compensation ^(a)	—	46
Currency exchange items ^(b)	(76)	(6)
Acquisition and restructuring related expense, net ^(c)	505	1,926
Other ^(d)	—	6
Total Adjustments	429	1,972
Adjusted EBITDA	\$ 56,381	\$ 49,102
Net income margin	9.2 %	6.3 %
Adjusted EBITDA margin	22.1 %	21.5 %

(a) Represents non-cash stock-based compensation expense related to equity awards issued to management, employees, and directors. The adjustment includes only expense related to awards issued under the 2017 Equity Incentive Plan, which were awards granted prior to the effective date of Hayward's initial public offering (the "IPO").

(b) Represents unrealized non-cash (gains) losses on foreign denominated monetary assets and liabilities and foreign currency contracts.

(c) Adjustments in the three months ended March 28, 2026 were primarily driven by \$0.5 million of costs related to termination benefits associated with the restructuring of several teams.

Adjustments in the three months ended March 29, 2025 were primarily driven by \$1.7 million of transaction and integration costs associated with the acquisition of the ChlorKing business and \$0.2 million of separation costs for the consolidation of operations in North America.

(d) Adjustments in the three months ended March 29, 2025 were primarily driven by losses on the sale of assets.

Net Income and Net Income Margin to Adjusted Net Income and Adjusted Net Income Margin

Following is a reconciliation from net income and net income margin to adjusted net income and adjusted net income margin:

(Dollars in thousands, except per share data)

	Three Months Ended	
	March 28, 2026	March 29, 2025
Net income	\$ 23,359	\$ 14,333
Tax adjustments ^(a)	(277)	(182)
Other adjustments and amortization:		
Stock-based compensation ^(b)	—	46
Currency exchange items ^(c)	(76)	(6)
Acquisition and restructuring related expense, net ^(d)	505	1,926
Other ^(e)	—	6
Total other adjustments	429	1,972
Loss on extinguishment of debt	201	—
Amortization	8,181	8,535
Tax effect ^(f)	(2,057)	(2,548)
Adjusted net income	\$ 29,836	\$ 22,110
Net income margin	9.2 %	6.3 %
Adjusted net income margin	11.7 %	9.7 %
Weighted average number of common shares outstanding, basic	217,359,824	215,962,018
Weighted average number of common shares outstanding, diluted	222,423,409	221,851,399
Basic EPS	\$ 0.11	\$ 0.07
Diluted EPS	\$ 0.11	\$ 0.06
Adjusted basic EPS	\$ 0.14	\$ 0.10
Adjusted diluted EPS	\$ 0.13	\$ 0.10

(a) Tax adjustments for the three months ended March 28, 2026 reflected a normalized tax rate of 23.3% compared to the Company's effective tax rate of 22.4%. The Company's effective tax rate for the three months ended March 28, 2026 was primarily driven by tax benefits resulting from stock-based compensation. Tax adjustments for the three months ended March 29, 2025 reflected a normalized tax rate of 24.3% compared to the Company's effective tax rate of 23.3%. The Company's effective tax rate for the three months ended March 29, 2025 primarily included the tax benefits resulting from stock-based compensation.

(b) Represents non-cash stock-based compensation expense related to equity awards issued to management, employees, and directors. The adjustment includes only expense related to awards issued under the 2017 Equity Incentive Plan, which were awards granted prior to the effective date of the IPO.

(c) Represents unrealized non-cash (gains) losses on foreign denominated monetary assets and liabilities and foreign currency contracts.

(d) Adjustments in the three months ended March 28, 2026 were primarily driven by \$0.5 million of costs related to termination benefits associated with the restructuring of several teams.

Adjustments in the three months ended March 29, 2025 were primarily driven by \$1.7 million of transaction and integration costs associated with the acquisition of the ChlorKing business and \$0.2 million of separation costs for the consolidation of operations in North America.

(e) Adjustments in the three months ended March 29, 2025 were primarily driven by losses on the sale of assets.

(f) The tax effect represented the immediately preceding adjustments at the normalized tax rates as discussed in footnote (a) above.

Following is a reconciliation from segment income and segment income margin to adjusted segment income and adjusted segment income margin for NAM (dollars in thousands):

NAM	Three Months Ended	
	March 28, 2026	March 29, 2025
Segment income	\$ 50,506	\$ 43,454
Depreciation	5,013	5,500
Amortization	1,816	1,700
Other ^(a)	—	3
Total adjustments	6,829	7,203
Adjusted segment income	\$ 57,335	\$ 50,657
Segment income margin	24.1 %	23.2 %
Adjusted segment income margin	27.3 %	27.1 %

(a) Adjustments in the three months ended March 29, 2025 for NAM represented losses on the sale of assets, which the Company believes are not representative of its ongoing business operations.

Following is a reconciliation from segment income and segment income margin to adjusted segment income and adjusted segment income margin for E&RW (dollars in thousands):

E&RW	Three Months Ended	
	March 28, 2026	March 29, 2025
Segment income	\$ 8,283	\$ 6,538
Depreciation	508	414
Total Adjustments	508	414
Adjusted segment income	\$ 8,791	\$ 6,952
Segment income margin	18.2 %	15.7 %
Adjusted segment income margin	19.4 %	16.6 %

Liquidity and Capital Resources

Our primary sources of liquidity are net cash provided by operating activities and availability under the ABL Revolving Credit Facility (“ABL Facility”).

Primary working capital requirements are for raw materials, components and certain finished goods inventories and supplies, payroll, manufacturing, freight and distribution, facility, and other operating expenses. Cash flows from operating activities and working capital requirements fluctuate during the year, driven primarily by the seasonal demand for our products, an Early Buy program, the timing of inventory purchases and receipt of customer payments, and as such, the utilization of the ABL Facility may fluctuate during the year. Our borrowing availability reported under the ABL Facility includes a reduction from the impact of accounts receivable for customers eligible under the Receivables Purchase Agreement.

Unrestricted cash and cash equivalents totaled \$135.8 million as of March 28, 2026, which was a decrease of \$193.8 million from \$329.6 million at December 31, 2025. The decrease reflects the seasonal low in our cash cycle due to the extended payment terms under the Early Buy program. As of March 28, 2026 and December 31, 2025, the Company had \$94.9 million and \$69.5 million, respectively, in time deposits and commercial paper, which were included in short-term investments on the unaudited condensed consolidated balance sheets.

We focus on increasing cash flow, solidifying the liquidity position through working capital initiatives, and paying our debt obligations, while continuing to fund business growth initiatives and return of capital to stockholders. We believe that net cash provided by operating activities and availability under the ABL Facility will be adequate to finance our working capital requirements, inclusive of capital expenditures, and debt service over the next 12 months.

Beyond the next 12 months, our principal demand for funds will be for maintenance of our core business, to satisfy long-term contractual obligations, the Company's ongoing capital expenditure program designed to improve the effectiveness and capabilities of its facilities and technology, research and development activities, potential share repurchases and any potential merger and acquisition activity. The Company's material contractual obligations include outstanding debt, operating leases and finance leases. For additional details related to the Company's long-term contractual obligations for long-term debt, see [Note 7](#) and for contractual obligations for leases see [Note 13](#). We believe the combination of our current cash level, net cash flows provided by operating activities, and availability under the ABL Facility will be sufficient to satisfy the above requirements.

Accounts Receivable Sales

On July 3, 2024, the Company entered into a Receivables Purchase Agreement under which it may offer to sell eligible accounts receivable. The agreement is uncommitted and the eligible accounts receivable to be sold under the agreement consist of up to \$125 million in accounts receivable generated by sales to specified customers of the Company. The Company will be paid a discounted purchase price for each receivable sold. The discount rate used to determine the purchase price for the subject receivables is based upon an annual interest rate equal to the forward-looking term rate based on the secured overnight financing rate for the period of time between payment to the Company and the due date for the receivable plus a buffer period specific to the obligor, plus a margin applicable to the specified obligor.

Transactions under this agreement are accounted for as sales of accounts receivable, and the receivables sold are removed from the unaudited condensed consolidated balance sheets at the time of the sales transaction. For ease of administration, the Company collects customer payments related to the receivables sold and remits those payments to the purchaser. Proceeds received from the sales of accounts receivable are classified as operating cash flows in the unaudited condensed consolidated statements of cash flows. We record the discount in the "Other expense, net" line in the unaudited condensed consolidated statements of operations. The Company, as the servicer under the Receivables Purchase Agreement, continues to service the accounts receivable sold. No sales of accounts receivable occurred during the three months ended March 28, 2026. For the three months ended March 29, 2025, there were \$99.1 million of proceeds from the sale of \$100.0 million of receivables under the Receivables Purchase Agreement, and \$100.0 million of sold receivables remained to be collected and remitted to the transferee as of March 29, 2025. The loss recognized on the sales for the three months ended March 29, 2025 was \$0.9 million.

Credit Facilities

The First Lien Term Facility and ABL Facility (collectively, the "Credit Facilities") contain various restrictions, covenants and collateral requirements. Refer to [Note 7](#), "Long-Term Debt, Net" of Notes to unaudited condensed consolidated financial statements for further information on the terms of the Credit Facilities. We also have a revolving credit facility for our Spain subsidiary in the amount of €0.5 million as a local source of liquidity. As of March 28, 2026, the Spain revolving facility balance was zero with a borrowing availability of €0.5 million.

Long-Term Debt, Net, consisted of the following (in thousands):

	March 28, 2026	December 31, 2025
First Lien Term Facility, due May 28, 2028	\$ 955,000	\$ 955,000
Other bank debt	1,429	4,826
Finance lease obligations	3,422	3,639
Subtotal	959,851	963,465
Less: Current portion of the long-term debt	(11,053)	(13,261)
Less: Unamortized debt issuance costs	(6,042)	(6,657)
Total	<u>\$ 942,756</u>	<u>\$ 943,547</u>

ABL Facility

The ABL Facility provides for an aggregate amount of borrowings up to \$425.0 million, with a discretionary peak season commitment of \$475.0 million, subject to a borrowing base calculation based on available eligible receivables, eligible inventory, and qualified cash in North America. Accounts receivable for customers whose receivables are eligible for purchase under the Receivables Purchase Agreement, regardless of whether any amount of outstanding accounts receivable with those specific customers have been sold under the Receivables Purchase Agreement, are not eligible accounts receivable under the ABL Facility. An amount of up to 30% (or up to 40% with agent consent) of the then-outstanding commitments under the ABL Facility is available to our Canada and Spain subsidiaries. A portion of the ABL Facility not to exceed \$50 million is available for the issuance of letters of credit in U.S. Dollars, of which \$20.0 million is available for the issuance of letters of credit in Canadian dollars. The maturity of the facility is February 25, 2028.

On June 18, 2025, the Company entered into the Fifth Amendment to its existing ABL Facility to extend the maturity date to February 25, 2028. The amendment also included the removal of the 10 basis points credit spread adjustment previously applicable to Secured Overnight Financing Rate (“Term SOFR”) borrowings and the removal of the first-in, last-out subfacility.

The borrowings under the ABL Facility bear interest at a rate equal to the Term SOFR and a margin of between 1.25% to 1.75%, or at a base rate plus a margin of 0.25% to 0.75%.

The borrowings under the ABL Facility prior to the Fifth Amendment on June 18, 2025, bore interest at a rate equal to the Term SOFR plus a 0.10% credit spread adjustment and a margin of between 1.25% to 1.75%, or at a base rate plus a margin of 0.25% to 0.75% with no credit spread adjustment.

For the three months ended March 28, 2026, the average borrowing base under the ABL Facility was \$161.5 million, and the average loan balance outstanding was zero. As of March 28, 2026, the loan balance was zero with a borrowing availability of \$186.0 million.

For the year ended December 31, 2025, the average borrowing base under the ABL Facility was \$153.3 million, and the average loan balance outstanding was zero. As of December 31, 2025, the loan balance was zero with a borrowing availability of \$124.9 million.

First Lien Term Facilities

The Company's First Lien Term Facility bears interest at a rate equal to a base rate or Term SOFR, plus, in either case, an applicable margin. The applicable margin is 2.75% per annum with a 0.50% floor, with a stepdown to 2.50% per annum with a 0.50% floor when net secured leverage as defined by the First Lien Credit Agreement is less than 2.5x. The loan under the First Lien Term Facility amortizes quarterly at a rate of 0.25% of the original principal amount and requires a \$2.5 million repayment of principal on the last business day of each March, June, September and December.

Under the agreement governing the First Lien Credit Facility (the “First Lien Credit Agreement”), the Company must make an annual mandatory prepayment of principal for between 0% and 50% of the excess cash and subject to permitted deductions, as defined in the First Lien Credit Agreement, generated in the prior calendar year. The amount due varies with the First Lien Leverage Ratio as defined in the First Lien Credit Agreement, from zero if the First Lien Leverage Ratio is less than or equal to 2.5x, to fifty percent if the First Lien Leverage Ratio is greater than 3.0x, in each case as of December 31 of the prior year. The First Lien Term Facility matures on May 28, 2028.

As of March 28, 2026, the balance outstanding under the First Lien Term Facility was \$955.0 million.

For the three months ended March 28, 2026, the effective interest rate on borrowings under the First Lien Term Facility, including the impact of an interest rate hedge, was 5.97%. The effective interest rate is comprised of 6.30% for interest and 0.28% for financing costs, partially offset by 0.61% for interest income on the interest rate swaps.

Covenant Compliance

The Credit Facilities contain various restrictions, covenants and collateral requirements. As of March 28, 2026, we were in compliance with all covenants under the Credit Facilities.

Sources and Uses of Cash

Following is a summary of our cash flows from operating, investing, and financing activities:

(Dollars in thousands)

	Three Months Ended	
	March 28, 2026	March 29, 2025
Net cash used in operating activities	\$ (150,637)	\$ (5,850)
Net cash used in investing activities	(32,164)	(6,111)
Net cash used in financing activities	(10,965)	(3,735)
Effect of exchange rate changes on cash and cash equivalents	(88)	440
Change in cash and cash equivalents	\$ (193,854)	\$ (15,256)

Net cash used in operating activities

Net cash used in operating activities increased to \$150.6 million for the three months ended March 28, 2026 from \$5.9 million for the three months ended March 29, 2025, an increase of \$144.7 million, or 2,475.0%. The increase in cash used was primarily driven by higher accounts receivable, largely because there were no sales under the Receivables Purchase Agreement in the current period, whereas the prior year period included the sale of \$100.0 million of accounts receivable.

Net cash used in investing activities

Net cash used in investing activities was \$32.2 million for the three months ended March 28, 2026 compared to net cash used in investing activities of \$6.1 million for the three months ended March 29, 2025, an increase of \$26.1 million, or 426.3%. The increase in net cash used was driven by the net purchases of short-term investments.

Net cash used in financing activities

Net cash used in financing activities was \$11.0 million for the three months ended March 28, 2026 compared to net cash used in financing activities of \$3.7 million for the three months ended March 29, 2025, an increase of \$7.3 million, or 193.6%. The increase in net cash used was driven by higher purchases of common stock and payments of long-term debt.

Off-Balance Sheet Arrangements

We had \$3.9 million of outstanding letters of credit on our ABL Facility as of each of March 28, 2026 and December 31, 2025.

Critical Accounting Estimates

Our unaudited condensed consolidated financial statements have been prepared in accordance with GAAP. The preparation of financial statements requires management to make estimates and assumptions that affect amounts reported therein. The estimates that require management's most difficult, subjective or complex judgments are described in Part II, Item 7, under the heading "Critical Accounting Estimates" in our Annual Report on Form 10-K, which section is incorporated herein by reference. There have been no material changes to our critical accounting estimates during the three months ended March 28, 2026.

Recently Issued Accounting Standards

See [Note 2](#), "Significant Accounting Policies" of Notes to our Unaudited Condensed Consolidated Financial Statements for additional information.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Market risk is the potential economic loss that may result from adverse changes in the fair value of financial instruments. We are exposed to various market risks, including changes in interest rates and foreign currency rates. Periodically, we use derivative financial instruments to manage or reduce the impact of changes in interest rates and foreign currency rates. Counterparties to all derivative contracts are major financial institutions. All instruments are entered into for other than trading purposes.

There have been no material changes in the currency fluctuation risk and interest rate risk during the three months ended March 28, 2026 from what we reported in our Annual Report on Form 10-K.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

The Company maintains disclosure controls and procedures that are designed to provide reasonable assurance that information, which is required to be disclosed by the Company in the reports that it files or submits under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), is recorded, processed, summarized and reported, within the time periods specified in the Securities and Exchange Commission's rules and forms, and that such information is accumulated and communicated to management, including its Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure. The Company's management, including the Company's Chief Executive Officer and Chief Financial Officer, have evaluated the effectiveness of the Company's disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) as of the end of the period covered by this report. Based upon this evaluation, the Company's Chief Executive Officer and Chief Financial Officer have concluded that the Company's disclosure controls and procedures were effective at the reasonable assurance level as of March 28, 2026.

Changes in Internal Control over Financial Reporting

There have been no changes in the Company's internal control over financial reporting during the three months ended March 28, 2026 that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II - Other Information

ITEM 1. LEGAL PROCEEDINGS

In addition to the matters discussed in this report and in the notes to our unaudited condensed consolidated financial statements, from time to time, we are subject to, and are presently involved in, other litigation and legal proceedings arising in the ordinary course of business. These proceedings may relate to commercial or contractual disputes with suppliers, customers or parties to acquisitions and divestitures, intellectual property matters, product liability, the use or installation of our products, consumer matters, employment and labor matters, and environmental, safety and health matters, including claims based on alleged exposure to asbestos-containing product components. Where appropriate, these matters have been submitted to the Company's insurance carriers. While the outcome of such matters cannot be predicted with certainty, we do not currently believe that the resolution of such other litigation and legal proceedings will have a material adverse effect on our business, financial condition, results of operations or cash flows.

On August 2, 2023, a securities class action complaint was filed in the United States District Court for the District of New Jersey against the Company and certain of its current directors and officers (Kevin Holleran and Eifion Jones) as well as MSD Partners, L.P. and CCMP Capital Advisors, LP, on behalf of a putative class of stockholders who acquired shares of the Company's common stock between March 2, 2022 and July 27, 2022. That action is captioned *City of Southfield Fire and Police Retirement System vs. Hayward Holdings, Inc., et al.*, 2:23-cv-04146-WJM-ESK (D.N.J.) ("City of Southfield"). On September 28, 2023, a second, related securities class action complaint was filed in the same court against the Company and certain of its current directors and officers (Kevin Holleran and Eifion Jones) as well as MSD Partners, L.P. and CCMP Capital Advisors, LP, on behalf of a putative class of stockholders who acquired shares of the Company's common stock between October 27, 2021 and July 28, 2022. That action is captioned *Erie County Employees' Retirement System vs. Hayward Holdings, Inc., et al.*, 2:23-cv-04146-WJM-ESK (D.N.J.) ("Erie County"). On December 19, 2023, the Court issued a ruling consolidating the two securities class actions (City of Southfield and Erie County) under the City of Southfield docket (the "Securities Class Action") and appointing a lead plaintiff. In a consolidated class action complaint filed March 4, 2024, the lead plaintiff alleged on behalf of a putative class of stockholders who acquired shares of the Company's common stock between October 27, 2021 and July 28, 2022, among other things, that the Company, Kevin Holleran, and Eifion Jones violated Sections 10(b) and 20(a) of the Exchange Act by, among other things, making materially false or misleading statements regarding inventory, growth and demand trends and the Company's financial projections for 2022. On October 2, 2024, the Court issued an Opinion and Order dismissing the consolidated class action complaint and granting the lead plaintiff leave to file an amended complaint within 30 days. On November 1, 2024, the lead plaintiff filed a consolidated amended class action complaint asserting substantially similar allegations as in the consolidated class action complaint, but adding additional defendants affiliated with MSD Partners, L.P. and CCMP Capital Advisors, LP. On December 18, 2024, the Company and all other defendants moved to dismiss the consolidated amended class action complaint. On June 4, 2025, the Court issued an Opinion and Order granting in part and denying in part the motion to dismiss. The Court thereafter ordered the parties to mediation. On November 20, 2025, the parties reported to the Court that they had reached a settlement in principle, which is subject to Court approval. On February 28, 2026, the Court granted preliminary approval of settlement. The final settlement hearing is scheduled for July 28, 2026. The Securities Class Action seeks unspecified monetary damages on behalf of a putative class and an award of costs and expenses, including reasonable attorneys' fees.

On November 27, 2023, a shareholder derivative lawsuit was filed in the United States District Court for the District of New Jersey against current and past officers and directors of the Company captioned *Heicklen v. Holleran, et al.*, 2:23-cv-22649 (D.N.J.) (the "Heicklen Action"). On August 28, 2025, a second shareholder derivative lawsuit was filed in the United States District Court for the District of New Jersey against current and past officers and directors of the Company, as well as defendants affiliated with MSD Partners, L.P., CCMP Capital Advisors, LP, and Alberta Investment Management Corporation captioned *Hertzog v. Holleran, et al.*, 2:25-cv-14856 (D.N.J.) (the "Hertzog Action"). On November 18, 2025, a third shareholder derivative lawsuit was filed in the Court of Chancery of the State of Delaware against certain current and past officers and directors of the Company, as well as defendants affiliated with MSD Partners, L.P. and CCMP Capital Advisors, LP captioned *Roberta Tackett, Aqua Palace, LLC and Jennifer Roberts vs. Hayward Holdings, Inc., et al.*, C.A. No. 2025-1344 (Del. Ch.) (the "Tackett Action"). On April 9, 2026, a fourth shareholder derivative lawsuit was filed in the Court of Chancery of the State of Delaware against certain current and past officers and directors of the Company captioned *David Aitken vs. Kevin Holleran, et al.*, C.A. 2026-0472 (Del. Ch.) (the "Aitken Action," and together with the Heicklen, Hertzog, and Tackett Actions, the "Derivative Actions"). The Derivative Actions allege claims for breaches of fiduciary duties to Company stockholders and aiding and abetting breaches of fiduciary duties in connection with the claims in the Securities Class Action. The Heicklen Action also alleges claims for unjust enrichment, corporate waste, and violations of Section 10(b) of the Exchange Act. The Hertzog Action also alleges claims for insider trading, corporate waste, and violations of Sections 14(a), 21D, 20(a), 29(B) of the Exchange Act. The Tackett Action also alleges claims for insider trading and aiding and abetting

insider trading. The Aitken Action also alleges claims for unjust enrichment and waste of corporate assets. The plaintiffs in the Derivative Actions seek recovery of unspecified compensatory and punitive damages and attorneys' fees and costs, improvements to the Company's corporate governance and internal procedures, disgorgement, and restitution. The Hecklen and Hertzog Actions are presently stayed. In the Tackett and Aitken Actions, defendants' time to respond to the complaint has not yet commenced.

We dispute the allegations of wrongdoing in the Securities Class Action and the Derivative Actions. In view of the complexity and ongoing and uncertain nature of the outstanding proceedings and inquiries, at this time we are unable to estimate a reasonably possible financial loss or range of financial loss, if any, that we may incur to resolve the Derivative Actions. The Company has recorded accruals, where appropriate, with respect to the Securities Class Action in the Company's unaudited condensed consolidated financial statements. Additional expenses incurred, if any, related to this case are subject to insurance recoveries pursuant to the Company's retention amount with its insurance carriers.

ITEM 1A. RISK FACTORS

An investment in our common stock involves risks. For a detailed discussion of the risks that affect our business please refer to the section titled "Risk Factors" in our Annual Report on Form 10-K. There have been no material changes to our risk factors as previously disclosed in our Annual Report on Form 10-K.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

On July 28, 2025, the Board of Directors authorized a new share repurchase program (the "Share Repurchase Program"), such that the Company is authorized, commencing at that time, to repurchase from time to time up to an aggregate of \$450.0 million of its common stock with such authority expiring on July 28, 2028. Under the Share Repurchase Program, we may purchase shares of our common stock on a discretionary basis from time to time. The Share Repurchase Program is primarily expected to be conducted through privately negotiated transactions, as well as through open market repurchases or other means, including through Rule 10b-18 trading plans or through the use of other techniques such as accelerated share repurchases. The actual timing, number and nature of shares repurchased will depend on a variety of factors, including stock price, trading volume, and general business and market conditions. The Share Repurchase Program does not require the Company to acquire any number of shares in any specific period or at all and may be amended, suspended or discontinued at any time at our discretion.

The Company repurchased 350,000 shares of its common stock under the Share Repurchase Program for the three months ended March 28, 2026. As of March 28, 2026, \$440.2 million remained available under the current authorization for additional share repurchases.

Period	(a) Total Number of Shares Purchased	(b) Average Price Paid per Share	(c) Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs ⁽¹⁾	(d) Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs <i>(in millions)</i>
January 1 - January 31, 2026	350,000	\$ 16.72	350,000	\$ 440.2
February 1 - February 28, 2026	—	—	—	440.2
March 1 - March 28, 2026	—	—	—	440.2
Total	350,000	\$ 16.72	350,000	\$ 440.2

(1) On July 28, 2025, the Board of Directors authorized the Share Repurchase Program, which authorized the repurchase of up to an aggregate of \$450.0 million of its common stock with such authority expiring on July 28, 2028.

ITEM 5. OTHER INFORMATION

Securities Trading Plans of Directors and Executive Officers

During the three months ended March 28, 2026, certain of the Company's directors or officers (as defined in Rule 16a-1(f) of the Exchange Act) entered into contracts, instructions, or written plans for the purchase or sale of our securities that are intended to satisfy the conditions specified in Rule 10b5-1(c) under the Exchange Act for an affirmative defense against liability for trading in securities on the basis of material nonpublic information. We refer to these contracts, instructions, and written plans as "Rule 10b5-1 Trading Plans" and each one as a "Rule 10b5-1 Trading Plan."

We describe the material terms of all such trading plans below.

On March 10, 2026, Kevin Holleran, our President and Chief Executive Officer, adopted a trading plan intended to satisfy the affirmative defense of Rule 10b5-1(c) to sell, subject to certain conditions, up to 515,000 shares of our common stock. Sales may be made under this trading plan through December 31, 2026, for a duration of 297 days.

Executive Severance Plan

On April 24, 2026, the Compensation Committee of the Board of Directors of the Company approved the Hayward Holdings, Inc. Executive Severance Plan (the “Executive Severance Plan”), which will provide for the payment of certain severance payments and benefits to participants, including each of the Company’s named executive officers (the “executives”), in the event of a qualifying termination of employment. The material terms and conditions of the Executive Severance Plan as they relate to the executives are as follows:

- In the event of a termination of the executive’s employment by us without cause (other than due to death or disability) or by the executive for good reason, in any case, outside of the 36-month period commencing on a change in control, the executive will be eligible to receive the following payments and benefits:
 - cash payments equal to 100% (or 200% for Kevin Holleran, the Company’s Chief Executive Officer) of the sum of the executive’s then-current annual base salary and target annual bonus, paid in substantially equal installments over the 12-month (or 24-month for Mr. Holleran) period following the termination date;
 - eligibility for a pro-rata annual bonus for the performance period in which the termination date occurs and based on actual performance of applicable performance goals (the “Pro-Rata Bonus”);
 - company-paid COBRA premium payments for the executive and the executive’s eligible dependents for up to 12 months;
 - outplacement services valued at up to \$12,000 (the “Outplacement Services”); and
 - either (i) payment from the Company for the cost of any other welfare benefits and retirement plan contributions that the executive would otherwise have been eligible to receive in the 12 months (or 24 months for Mr. Holleran) following the termination date, or (ii) the provision, for 12 months (or 24 months for Mr. Holleran) following the termination date, in kind by the Company of the welfare benefits or retirement plan contributions described in clause (i) (the “Post-Termination Benefits”).
- In the event of a termination of the executive’s employment by us without cause (other than due to death or disability) or by the executive for good reason, in any case, within the 36-month period commencing on a change in control, the executive will be eligible to receive the following payments and benefits:
 - cash payments equal to 200% (or 300% for Mr. Holleran) of the sum of the executive’s then-current annual base salary and target annual bonus, paid in substantially equal installments over the 24-month (or 36-month for Mr. Holleran) period following the termination date;
 - eligibility for a pro-rata target annual bonus for the performance period in which the termination date occurs (the “Pro-Rata Target Bonus”) if the termination date occurs on or prior to the last day of the third quarter of the fiscal year in which the termination date occurs, or the greater of the Pro-Rata Target Bonus and the Pro-Rata Bonus if the termination date occurs during the fourth quarter of the fiscal year in which the termination date occurs;
 - company-paid COBRA premium payments for the executive and the executive’s eligible dependents for up to 24 months;
 - the Outplacement Services;
 - the Post-Termination Benefits for 24 months (or 36 months for Mr. Holleran); and

- full vesting of then-unvested equity awards (with respect to performance-vesting equity awards, assuming the target level of performance) and a post-termination exercise period of one year for vested stock options (but not later than the maximum expiration date of the applicable option).
- In the event of a termination of the executive's employment by us due to disability, the executive will be eligible to receive the following payments and benefits:
 - the Pro-Rata Bonus;
 - company-paid COBRA premium payments for the executive and the executive's eligible dependents for up to 12 months; and
 - the Post-Termination Benefits.
- In the event of a termination of the executive's employment by us due to death, the executive will be eligible to receive the Pro-Rata Bonus.

Other than with respect to benefits payable in the event of death, an executive's right to receive the severance payments and benefits described above is subject to the executive's execution and, as applicable, non-revocation of a general release of claims in the Company's favor and continued compliance with applicable restrictive covenants, including non-competition, non-solicitation, non-disparagement and confidentiality.

In addition, in the event that any payment under the Executive Severance Plan, together with any other amounts paid to the executive, would subject such executive to an excise tax under Section 4999 of the Internal Revenue Code, such payments will be reduced to the extent that such reduction would produce a better net after-tax result for the executive.

The foregoing summary of the Executive Severance Plan is qualified in its entirety by reference to the full text of the Executive Severance Plan, which is filed with this Quarterly Report on Form 10-Q.

ITEM 6. EXHIBITS

Exhibit No.	Description
10.1+	Hayward Holdings, Inc. Executive Severance Plan
31.1	Certification of Chief Executive Officer of Hayward Holdings, Inc. pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Chief Financial Officer of Hayward Holdings, Inc. pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification of Chief Executive Officer of Hayward Holdings, Inc. pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification of Chief Financial Officer of Hayward Holdings, Inc. pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS	Inline XBRL Instance Document.
101.SCH	Inline XBRL Taxonomy Extension Schema Document.
101.CAL	Inline XBRL Taxonomy Calculation Linkbase Document.
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB	Inline XBRL Taxonomy Label Linkbase Document.
101.PRE	Inline XBRL Taxonomy Presentation Linkbase Document.
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in the Interactive Data Files submitted as Exhibits 101.*)

+ Management contract or compensatory plan required to be filed under Item 601 of Regulation S-K of the Securities and Exchange Commission.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

HAYWARD HOLDINGS, INC.

Date: April 29, 2026

By: /s/ Eifion Jones

Name: Eifion Jones

Title: Senior Vice President & Chief Financial Officer

**HAYWARD HOLDINGS, INC.
EXECUTIVE SEVERANCE PLAN**

Hayward Holdings, Inc., a Delaware corporation (the “Company”), has adopted this Hayward Holdings, Inc. Executive Severance Plan, including the attached Exhibits (the “Plan”), for the benefit of Participants (as defined below) on the terms and conditions hereinafter stated. The Plan, as set forth herein, is intended to provide severance protections to a select group of management or highly compensated employees (within the meaning of ERISA (as defined below)) in connection with qualifying terminations of employment.

1. **Defined Terms.** Capitalized terms used but not otherwise defined herein shall have the meanings indicated below:

1.1 “2021 Plan” means the Hayward Holdings, Inc. 2021 Equity Incentive Plan, as may be amended from time to time.

1.2 “Accrued Obligations” means the Participant’s (a) base salary otherwise payable through the Date of Termination, (b) any earned and payable, but unpaid, annual cash performance bonus, (c) any amounts or benefits owing to the Participant or to the Participant’s beneficiaries under the then applicable benefit plans of the Company in which the Participant participated immediately prior to the Date of Termination (excluding any severance plan, program, agreement or arrangement), (d) earned and accrued vacation and/or paid time off, if applicable, to the extent not previously paid and required by applicable law and (e) any amounts owing to the Participant for reimbursement of business expenses properly incurred by the Participant prior to the Date of Termination and which are reimbursable in accordance with the Company’s applicable policies, provided that the Participant, or his estate or other legal representative, submits all expenses and supporting documentation required within 30 days of the Date of Termination (or 180 days in the case of termination due to death). Amounts payable (x) under clauses (a), (b) and (d) shall be paid as soon as administratively possible after the Date of Termination and in accordance with applicable law (or, in the case of (b), when bonuses are paid to executives of the Company generally); (y) under clause (c) shall be paid in accordance with the terms and conditions of the applicable plan, program or arrangement; and (z) under clause (e) shall be paid in accordance with the terms of the applicable expense policy but in any event by no later than the time for payment of the reimbursement required pursuant to Section 6.4.

1.3 “Administrator” means the Compensation Committee of the Board.

1.4 “Base Salary” means the Participant’s annual base salary rate in effect immediately prior to a Qualifying Termination or CIC Termination, as applicable, disregarding any reduction which gives rise to Good Reason.

1.5 “Board” means the Board of Directors of the Company.

1.6 “Cash Severance” shall have the meaning set forth in Section 4.2(a) hereof.

1.7 “Cause” means, in respect of a Participant:

(a) conduct by the Participant constituting a material act of misconduct in connection with the performance of the Participant's duties, including, without limitation, misappropriation of funds or property of the Company or any parent, subsidiary or affiliate other than the occasional, customary and de minimis use of Company, parent, subsidiary or affiliate property for personal purposes;

(b) the Participant's commission of a felony or commission of a misdemeanor involving fraud or any misconduct by the Participant that results in material injury or reputational harm to the Company, or any parent, subsidiary or affiliate thereof;

(c) any act or omission that constitutes a material breach by the Participant of (i) any of the Participant's obligations under any material agreement with the Company, or any parent, subsidiary or affiliate (including this Plan) or (ii) any material written policy of the Company, or any parent, subsidiary or affiliate thereof, including the continued non-performance by the Participant of the Participant's duties (other than by reason of the Participant's physical or mental illness, incapacity or disability), in each case, which has continued for more than 30 days following written notice from the Board delineating such non-performance;

(d) a breach by the Participant of any restrictive covenant by the Participant contained in any agreement between the Participant and the Company, or any parent, subsidiary or affiliate (including in any incentive award agreement), provided, that an immaterial and unintentional breach of Sections 1 and 3 of Exhibit B to the Participation Notice shall not constitute "Cause";

(e) the Participant's engaging in any intentional act of dishonesty, violence or threat of violence (including any violation of federal securities laws) which is or could reasonably be expected to be materially injurious to the financial condition or business reputation of the Company, or any parent, subsidiary or affiliate thereof;

(f) the Participant's illegal use of controlled substances during the performance of the Participant's duties that adversely affects the reputation or best interest of the Company, or any parent, subsidiary or affiliate thereof; or

(g) the Participant's failure to cooperate with a bona fide internal investigation or an investigation by regulatory or law enforcement authorities, after being instructed by the Company, or any parent or subsidiary thereof, to cooperate, or the willful destruction or failure to preserve documents or other materials known to be relevant to such investigation or the inducement of others to fail to cooperate or to produce documents or other materials in connection with such investigation.

1.8 "Change in Control" shall have the meaning set forth in the 2021 Plan or any successor equity plan adopted by the Company.

1.9 "CIC Protection Period" means the period beginning on the date of a Change in Control and ending on and including the three-year anniversary of the date of a Change in Control.

1.10 "CIC Termination" means (a) a termination of the Participant's employment by the Company or its subsidiary without Cause or (b) a termination of the Participant's employment by the

Participant for Good Reason, in either case, which occurs during the CIC Protection Period. A CIC Termination shall not include a termination of employment due to the Participant's death or Disability.

- 1.11 "Claimant" shall have the meaning set forth in Section 1.2 of Exhibit D attached hereto.
- 1.12 "COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985.
- 1.13 "COBRA Period" means the number of months of COBRA Premium Payments that a Participant may be entitled to receive, as determined in accordance with Exhibit A or Exhibit B attached hereto (based on the Participant's participation Tier).
- 1.14 "COBRA Premium Payment" shall have the meaning set forth in Section 4.2(c) hereof.
- 1.15 "Code" means the Internal Revenue Code of 1986, as amended from time to time, or any successor thereto.
- 1.16 "Date of Termination" means the effective date of the termination of the Participant's employment.
- 1.17 "Disability" or "Disabled" means the inability of the Participant to perform the Participant's material duties due to a physical or mental injury, infirmity or incapacity, which is expected to exceed 180 days (including weekends and holidays) in any 365-day period. If any question shall arise as to whether the Participant is Disabled to the extent that the Participant is unable to perform substantially all of the Participant's duties and responsibilities for the Company, and any parent, subsidiary or affiliate thereof, the Participant shall, at the request of the Board in accordance with the Americans with Disabilities Act of 1990 and the Family and Medical Leave Act of 1993, each as amended, submit to a medical examination by a physician selected by the Board to whom the Participant or the Participant's guardian, if any, has no reasonable objection to determine whether the is so Disabled, and such determination shall for purposes of this Plan be conclusive of the issue. If such a question arises and the Participant fails to submit to the requested medical examination, the Board's determination of the issue shall be binding on the Participant.
- 1.18 "Effective Date" shall have the meaning set forth in Section 2 hereof.
- 1.19 "Employee" means an individual who is an employee of the Company or any of its subsidiaries.
- 1.20 "Equity Award" means a Company equity award granted under an Equity Plan or any successor equity compensation plan adopted by the Company.
- 1.21 "Equity Plans" means the Hayward Holdings, Inc. Second Amended and Restated 2017 Equity Incentive Plan, as may be amended from time to time and the 2021 Plan.
- 1.22 "ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

1.23 “Excise Tax” shall have the meaning set forth in Section 7.1 hereof.

1.24 “Good Reason” means the occurrence of any one or more of the following events without the Participant’s consent:

(a) any act taken by the Company that results in any material and sustained diminution in the Participant’s responsibilities or authority from those that are consistent with the Participant’s title;

(b) a failure of the Company to pay or cause to be paid the Participant’s Base Salary, annual bonus or material employee benefits required to be provided to the Participant, when due;

(c) a transfer of the Participant’s primary workplace by more than 50 miles from its existing location by action of the Company; or

(d) any material breach of this Plan by the Company (each such event, a “Good Reason Condition”).

Notwithstanding the foregoing, Good Reason will not be deemed to exist unless (i) the Participant reasonably determines in good faith that a Good Reason Condition has occurred; (ii) the Participant notifies the Company in writing of the first occurrence of the Good Reason Condition within 30 days of the first occurrence of such condition; (iii) the Participant cooperates in good faith with the Company’s efforts, if any, for a period of not less than 30 days following such notice (the “Cure Period”), to remedy the Good Reason Condition; (iv) notwithstanding such efforts, or in the event the Company does not remedy such event, the Good Reason Condition continues to exist; and (v) the Participant terminates the Participant’s employment within 90 days after the Good Reason Condition has occurred; provided, that, for the avoidance of doubt, if the Company cures the Good Reason Condition during the Cure Period, Good Reason shall be deemed not to have occurred.

1.25 “Independent Advisors” shall have the meaning set forth in Section 7.2 hereof.

1.26 “Participant” means each Employee who is selected by the Administrator to participate in the Plan, other than any Employee who, at the time of the Participant’s termination of employment, is covered by a plan or agreement with the Company or a subsidiary that explicitly supersedes and/or replaces the payments and benefits provided under this Plan.

1.27 “Participation Notice” shall have the meaning set forth in Section 2 hereof.

1.28 “Cash Severance” shall have the meaning set forth in Section 4.2(a) hereof.

1.29 “Performance-Vesting Award” means an Equity Award that remains subject to achievement of any performance goal(s) as of the Date of Termination.

1.30 “Post-Termination Benefits” shall have the meaning set forth in Section 4.2(c) hereof.

1.31 “Pro-Rata Bonus” shall have the meaning set forth in Section 4.2(b) hereof.

1.32 “Pro-Rata Target Bonus” shall have the meaning set forth in Section 4.2(b) hereof.

1.33 “Qualifying Termination” means (i) a termination of the Participant’s employment by the Company or its subsidiary without Cause or (ii) a termination of the Participant’s employment by the Participant for Good Reason. A Qualifying Termination shall not include a termination of employment due to the Participant’s death or Disability.

1.34 “Release” shall have the meaning set forth in Section 4.4 hereof.

1.35 “Severance Benefits” means the severance payments and benefits to which a Participant may become entitled pursuant to Section 4 of the Plan and Exhibit A or Exhibit B, as applicable and each as attached hereto.

1.36 “Target Bonus” means the Participant’s target cash performance bonus, if any, for the annual bonus performance period in which the Date of Termination occurs.

1.37 “Time-Vesting Award” means each Equity Award that vests solely based on the passage of time (including an Equity Award for which the applicable performance goal(s) have been achieved as of the Date of Termination, such that the Equity Award remains subject only to time-based vesting as of the Date of Termination).

1.38 “Total Payments” shall have the meaning set forth in Section 7.1 hereof.

2. **Effectiveness of the Plan; Notification.** The Plan became effective on April 24, 2026 (the “Effective Date”). The Company shall, pursuant to a written notice to any Employee (a “Participation Notice”), notify each Participant that such Participant has been selected to participate in the Plan and of such Participant’s participation Tier.

3. **Administration.** The Plan shall be interpreted, administered and operated by the Administrator, which shall have complete authority, subject to the express provisions of the Plan, to interpret the Plan, to prescribe, amend and rescind rules and regulations relating to the Plan, and to make all other determinations necessary or advisable for the administration of the Plan. The Administrator may delegate any of its duties hereunder to a subcommittee, or to such person or persons from time to time as it may designate other than to any Participant in the Plan, and the Administrator may delegate (other than to any Participant in the Plan) its duty to provide a Participation Notice to a Participant in the Plan. All decisions, interpretations and other actions of the Administrator (including with respect to whether a Qualifying Termination, a CIC Termination or a termination of employment due to a Participant’s Disability has occurred) shall be final, conclusive and binding on all parties who have an interest in the Plan.

4. Severance Benefits.

4.1 Eligibility. Each Employee who qualifies as a Participant and who experiences a Qualifying Termination, a CIC Termination or a termination of employment by the Company due to death or Disability is eligible to receive Severance Benefits under the Plan.

4.2 Qualifying Termination Payment. If a Participant experiences a Qualifying Termination, then the Company shall pay or provide to the Participant the following (in addition to the Accrued Obligations):

(a) Cash Severance. The Company shall pay to the Participant an amount equal to the sum of the Participant's Base Salary and Target Bonus, multiplied by the Multiplier set forth on Exhibit A attached hereto (based on the Participant's participation Tier) (the "Cash Severance"). The Cash Severance shall be payable in substantially equal installments during the Severance Period set forth on Exhibit A, but commencing on the first payroll date following the earlier of (i) the date upon which the Release becomes effective, binding and irrevocable and (ii) the 90th day following the Date of Termination (such earlier date, the "Payment Date") (and amounts otherwise payable prior to such first payroll date shall be paid on such date without interest thereon).

(b) Pro-Rata Bonus. The Company shall pay to the Participant an amount equal to the product of (i) the Participant's annual cash performance bonus for the performance period in which the Date of Termination occurs, based on the achievement of applicable performance goals, and (ii) a fraction, the numerator of which is the number of days during the performance period that the Participant was employed through the Date of Termination and the denominator of which is the total number of days in the applicable performance period (the "Pro-Rata Bonus"). The Pro-Rata Bonus shall be paid in a lump sum at such time when bonuses are paid to executives of the Company generally or, if later, on the Payment Date.

(c) COBRA. Subject to the requirements of the Code, if the Participant is eligible for and properly elects healthcare continuation coverage under the Company's group health plans pursuant to COBRA, then during the period commencing on the Date of Termination and ending on the earlier of (i) the expiration of the COBRA Period (as set forth on Exhibit A and based on the Participant's participation Tier) and (ii) the date on which Participant becomes eligible for substantially similar coverage under a subsequent employer's group health plan, the Participant shall pay the same portion of the total cost of such coverage that the Company's active employees are required to pay for such coverage, and the Company shall pay for that portion of such total cost as exceeds the portion paid for by the Participant (the "COBRA Premium Payment"); provided, however, that the Company shall not pay COBRA premiums for any health flexible savings accounts or health reimbursement arrangements. Such payment shall be made by direct payment or, at the Company's election, by reimbursement to the Participant, provided that such costs shall be determined based on the same benefit levels and cost to the Participant as would have applied based on the Participant's elections in effect on the Date of Termination if the Participant's employment had not been terminated. Notwithstanding the foregoing, (x) if any plan pursuant to which such benefits are provided is not, or ceases prior to the expiration of the period

of continuation coverage to be, exempt from the application of Code Section 409A under Treasury Regulation Section 1.409A-1(a)(5), or (y) the Company is otherwise unable to continue to cover the Participant under its group health plans without penalty under applicable law (including without limitation, Section 2716 of the Public Health Service Act), then, in either case, an amount equal to each remaining Company payment shall thereafter be paid to the Participant in substantially equal monthly installments over the COBRA Period (or the remaining portion thereof), or if earlier, through the date specified in Section 4.2(c)(ii). If and to the extent necessary in order for the Participant to avoid being subject to tax under section 105(h) of the Code on any payment or reimbursement of any health care expenses made to the Participant or for the Participant's benefit pursuant to Section 4.2(c)(ii), the Company shall impute as taxable income to the Participant an amount equal to the excess of (A) the full actuarial cost of the health care benefit coverages provided to the Participant and the Participant's dependents under Section 4.2(c)(ii) over (B) the portion of such total cost paid for by the Participant or the Participant's dependents for each period during which such coverages are provided.

(d) Outplacement Services. The Company shall provide Participant with outplacement services following the Date of Termination valued at up to \$12,000.

(e) Post-Termination Benefits. At the Company's election, either (i) payment from the Company to the Participant of an amount equal to the cost of any welfare benefits and retirement plan contributions the Participant would otherwise have been eligible to receive during the Severance Period (as set forth on Exhibit A and based on the Participant's participation Tier), payable in a lump sum on the Payment Date or (ii) the provision, for the Severance Period, in kind by the Company to the Participant of the welfare benefits or retirement plan contributions described in clause (i) of this Section, provided that, in the case of provision of benefits under clause (ii), the Company has determined in its reasonable and sole discretion that it would be permissible to do so under the terms of any applicable plan and applicable law (the "Post-Termination Benefits").

(f) Equity Award Treatment. Any Equity Award held by the Participant on the Date of Termination shall be treated in accordance with the terms and conditions set forth in the applicable Equity Plan and award agreement.

4.3 CIC Termination Payment. If a Participant experiences a CIC Termination, then the Company shall pay or provide to the Participant the following (in addition to the Accrued Obligations):

(a) Salary Severance. The Company shall pay to the Participant the Cash Severance; provided, however, the amount of the Cash Severance shall be determined based on the Multiplier set forth on Exhibit B attached hereto (instead of Exhibit A). Such Cash Severance shall be payable in substantially equal installments during the Severance Period set forth on Exhibit B (instead of Exhibit A), but commencing on the first payroll date following the Payment Date (and amounts otherwise payable prior to such first payroll date shall be paid on such date without interest thereon).

(b) Pro-Rata Bonus. If the Date of Termination occurs on or prior to the last day of the third quarter of the fiscal year, the Company shall pay to the Participant an amount equal to the product of (i) the Participant's target annual cash performance bonus for the performance period in which the Date of Termination occurs and (ii) a fraction, the numerator of which is the number of days during the performance period that the Participant was employed through the Date of Termination and the denominator of which is the total number of days in the applicable performance period (the "Pro-Rata Target Bonus"). If the Date of Termination occurs during the fourth quarter of the fiscal year in which the Date of Termination occurs, the Company shall pay to Participant an amount equal to the greater of (i) the Pro-Rata Target Bonus and (ii) the Pro-Rata Bonus. Such amount paid pursuant to this Section 4.3(b) shall be paid in a lump sum at such time when bonuses are paid to executives of the Company generally or, if later, on the Payment Date.

(c) COBRA. The Company shall provide to the Participant the COBRA Premium Payment set forth in Section 4.2(c) hereof; provided, however, that the COBRA Period shall be set forth on Exhibit B attached hereto (instead of Exhibit A).

(d) Outplacement Services. The Company shall provide Participant with outplacement services following the Date of Termination valued at up to \$12,000.

(e) Post-Termination Benefits. The Company shall provide to the Participant the Post-Termination Benefits set forth in Section 4.2(c) hereof; provided, however, that the Severance Period shall be as set forth on Exhibit B (instead of Exhibit A).

(f) Equity Award Treatment. Each outstanding Time-Vesting Award held by the Participant shall become fully vested and, to the extent applicable, exercisable on the Date of Termination. In addition, each outstanding Performance-Vesting Award held by the Participant as of the Participant's Date of Termination shall become fully vested and, to the extent applicable, exercisable, on the Date of Termination, with all performance goals or other vesting criteria deemed to be achieved at the target level of performance. In addition, any Time-Vesting Award and Performance-Vesting Award held by the Participant that is a stock option, to the extent vested (after taking into account any acceleration pursuant to this Section 4.3(f), shall remain outstanding and exercisable until the one-year anniversary of the Date of Termination (but in no event later than the maximum expiration date of the applicable option).

4.4 Disability Payment. In the event of a termination of the Participant's employment by the Company or its subsidiary due to the Participant's Disability, then the Company shall pay or provide to the Participant the following (in addition to the Accrued Obligations):

(a) Pro-Rata Bonus. The Company shall pay to the Participant the Pro-Rata Bonus in accordance with Section 4.2(c) hereof.

(b) COBRA. The Company shall provide to the Participant the COBRA Premium Payment set forth in Section 4.2(c) hereof.

(c) Post-Termination Benefits. The Company shall provide to the Participant the Post-Termination Benefits set forth in Section 4.2(c) hereof.

(d) Equity Award Treatment. Any Equity Award held by the Participant on the Date of Termination shall be treated in accordance with the terms and conditions set forth in the applicable Equity Plan and award agreement.

4.5 Death Payment. In the event of a termination of the Participant's employment by the Company or its subsidiary due to the Participant's death, then the Company shall pay or provide to the Participant (in addition to the Accrued Obligations) the Pro-Rata Bonus. The Pro-Rata Bonus shall be paid in a lump sum at such time when bonuses are paid to executives of the Company generally. Any Equity Award held by the Participant on the Date of Termination shall be treated in accordance with the terms and conditions set forth in the applicable Equity Plan and award agreement

4.6 Release. Notwithstanding anything herein to the contrary, no Participant shall be eligible or entitled to receive or retain any Severance Benefits under the Plan, other than the benefits set forth in Section 4.5 hereof, unless he or she executes a general release of claims substantially in the form attached hereto as Exhibit C (the "Release") and, to the extent such Release includes a post-signing revocation period (including if required by applicable law), does not revoke such Release in accordance with its terms, within the time period set forth in the Release.

5. **Limitations**. Notwithstanding any provision of the Plan to the contrary, if a Participant's status as an Employee is terminated for any reason other than due to a Qualifying Termination, a CIC Termination, or a termination of employment by the Company due to death or Disability, the Participant shall not be entitled to receive any Severance Benefits under the Plan, and the Company shall not have any obligation to such Participant under the Plan.

6. **Section 409A.**

6.1 General. To the extent applicable, the Plan shall be interpreted and applied consistent with and in accordance with Code Section 409A and Department of Treasury regulations and other interpretive guidance issued thereunder. Notwithstanding any provision of the Plan to the contrary, to the extent that the Administrator determines that any payments or benefits under the Plan may not be either compliant with or exempt from Code Section 409A and related Department of Treasury guidance, the Administrator may in its sole discretion adopt such amendments to the Plan or take such other actions that the Administrator determines are necessary or appropriate to (a) exempt the compensation and benefits payable under the Plan from Code Section 409A and/or preserve the intended tax treatment of such compensation and benefits, or (b) comply with the requirements of Code Section 409A and related Department of Treasury guidance; *provided, however*, that this Section 6.1 shall not create any obligation on the part of the Administrator to adopt any such amendment or take any other action, nor shall the Company have any liability for failing to do so.

6.2 Potential Six-Month Delay. Notwithstanding anything to the contrary in the Plan, no amounts shall be paid to any Participant under the Plan during the six-month period following such Participant's "separation from service" (within the meaning of Code Section 409A(a)(2)(A)(i) and

Treasury Regulation Section 1.409A-1(h)) to the extent that the Administrator determines that paying such amounts at the time or times indicated in the Plan would result in a prohibited distribution under Code Section 409A(a)(2)(B)(i). If the payment of any such amounts is delayed as a result of the previous sentence, then on the first business day following the end of such six-month period (or such earlier date upon which such amount can be paid under Code Section 409A without resulting in a prohibited distribution, including as a result of the Participant's death), the Participant shall receive payment of a lump-sum amount equal to the cumulative amount that would have otherwise been payable to the Participant during such six-month period without interest thereon.

6.3 **Separation from Service.** A termination of employment shall not be deemed to have occurred for purposes of any provision of the Plan providing for the payment of any amounts or benefits that constitute "nonqualified deferred compensation" under Code Section 409A upon or following a termination of employment unless such termination is also a "separation from service" within the meaning of Code Section 409A and, for purposes of any such provision of the Plan, references to a "termination," "termination of employment" or like terms shall mean "separation from service."

6.4 **Reimbursements.** To the extent that any payments or reimbursements provided to a Participant under the Plan are deemed to constitute compensation to the Participant to which Treasury Regulation Section 1.409A-3(i)(1)(iv) would apply, such amounts shall be paid or reimbursed reasonably promptly, but not later than December 31st of the year following the year in which the expense was incurred. The amount of any such payments eligible for reimbursement in one year shall not affect the payments or expenses that are eligible for payment or reimbursement in any other taxable year, and the Participant's right to such payments or reimbursement of any such expenses shall not be subject to liquidation or exchange for any other benefit.

6.5 **Installments.** For purposes of applying the provisions of Code Section 409A to the Plan, each separately identified amount to which a Participant is entitled under the Plan shall be treated as a separate payment. In addition, to the extent permissible under Code Section 409A, the right to receive any installment payments under the Plan shall be treated as a right to receive a series of separate payments and, accordingly, each such installment payment shall at all times be considered a separate and distinct payment as permitted under Treasury Regulation Section 1.409A-2(b)(2)(iii). Whenever a payment under the Plan specifies a payment period with reference to a number of days, the actual date of payment within the specified period shall be within the sole discretion of the Company.

7. **Limitation on Payments.**

7.1 **Best Pay Cap.** Notwithstanding any other provision of the Plan, in the event that any payment or benefit received or to be received by a Participant (including any payment or benefit received in connection with a termination of the Participant's employment, whether pursuant to the terms of the Plan or any other plan, arrangement or agreement) (all such payments and benefits, including the Severance Benefits, being hereinafter referred to as the "Total Payments") would be subject (in whole or part), to the excise tax imposed under Code Section 4999 (the "Excise Tax"), then, after taking into account any reduction in the Total Payments provided by reason of Code Section 280G in such other plan, arrangement or agreement, the cash severance payments under the Plan shall first be reduced, and any noncash severance payments shall thereafter be reduced, to the extent necessary so that no portion of the

Total Payments is subject to the Excise Tax but only if (a) the net amount of such Total Payments, as so reduced (and after subtracting the net amount of federal, state and local income taxes on such reduced Total Payments and after taking into account the phase out of itemized deductions and personal exemptions attributable to such reduced Total Payments) is greater than or equal to (b) the net amount of such Total Payments without such reduction (but after subtracting the net amount of federal, state and local income taxes on such Total Payments and the amount of Excise Tax to which the Participant would be subject in respect of such unreduced Total Payments and after taking into account the phase out of itemized deductions and personal exemptions attributable to such unreduced Total Payments).

7.2 **Certain Exclusions.** For purposes of determining whether and the extent to which the Total Payments will be subject to the Excise Tax, (a) no portion of the Total Payments, the receipt or retention of which the Participant has waived at such time and in such manner so as not to constitute a “payment” within the meaning of Code Section 280G(b), will be taken into account; (b) no portion of the Total Payments will be taken into account which, in the written opinion of an independent, nationally recognized accounting firm (the “**Independent Advisors**”) selected by the Company, does not constitute a “parachute payment” within the meaning of Code Section 280G(b)(2) (including by reason of Code Section 280G(b)(4)(A)) and, in calculating the Excise Tax, no portion of such Total Payments will be taken into account which, in the opinion of Independent Advisors, constitutes reasonable compensation for services actually rendered, within the meaning of Code Section 280G(b)(4)(B), in excess of the “base amount” (as defined in Code Section 280G(b)(3)) allocable to such reasonable compensation; and (c) the value of any non-cash benefit or any deferred payment or benefit included in the Total Payments shall be determined by the Independent Advisors in accordance with the principles of Code Sections 280G(d)(3) and (4).

8. **No Mitigation.** No Participant shall be required to seek other employment or attempt in any way to reduce or mitigate any Severance Benefits payable under the Plan and the amount of any such Severance Benefits shall not be reduced by any other compensation paid or provided to any Participant following such Participant’s termination of employment.

9. **Successors.**

9.1 **Company Successors.** The Plan shall inure to the benefit of and shall be binding upon the Company and its successors and assigns. Any successor (whether direct or indirect and whether by purchase, lease, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company’s business and/or assets shall assume and agree to perform the obligations of the Company under the Plan.

9.2 **Participant Successors.** The Plan shall inure to the benefit of and be enforceable by each Participant’s personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees, legatees or other beneficiaries. If a Participant dies while any amount remains payable to such Participant hereunder, all such amounts shall be paid in accordance with the terms of the Plan to the executors, personal representatives or administrators of such Participant’s estate.

10. **Notices.** All communications relating to matters arising under the Plan shall be in writing and shall be deemed to have been duly given when hand delivered, faxed, emailed or mailed by reputable

overnight carrier or United States certified mail, return receipt requested, addressed, if to a Participant, to the address or email address on file with the Company or to such other address or email address as the Participant may have furnished to the other in writing in accordance herewith and, if to the Company, to such address or email address as may be specified from time to time by the Administrator, except that notice of change of address shall be effective only upon actual receipt.

11. **Claims Procedure; Arbitration.** The Administrator has adopted procedures for considering claims (which are set forth in Exhibit D attached hereto), which it may amend or modify from time to time, as it sees fit. These procedures shall comply with all applicable legal requirements. These procedures may provide that final and binding arbitration shall be the ultimate means of contesting a denied claim (even if the Administrator or its delegates have failed to follow the prescribed procedures with respect to the claim). The right to receive benefits under the Plan is contingent on a Claimant using the prescribed claims and appeal procedures to resolve any claim.

12. **Covenants.**

12.1 Restrictive Covenants. A Participant's right to receive and/or retain the Severance Benefits payable under this Plan is conditioned upon and subject to the Participant's continued compliance with any restrictive covenants (e.g., confidentiality, invention assignment, non-competition, non-solicitation, non-disparagement), as applicable, contained in the Participation Notice and/or in any other written agreement between such Participant and the Company or any of its subsidiaries or affiliates, as in effect on the Date of Termination.

12.2 Return of Property. A Participant's right to receive and/or retain the Severance Benefits payable under the Plan is conditioned upon the Participant's (or the Participant's estate's) return to the Company of all Company documents (and all copies thereof) and other Company property (in each case, whether physical, electronic or otherwise) in the Participant's possession or control.

13. **Miscellaneous.**

13.1 Entire Plan; Relation to Other Agreements. The Plan, together with any Participation Notice issued in connection with the Plan, contains the entire understanding of the parties relating to the subject matter hereof and supersedes any prior agreement, arrangement and understanding between any Participant, on the one hand, and the Company and/or any subsidiary, on the other hand, with respect to the subject matter hereof (including any employment agreement by and between the Company and a Participant). Severance Benefits payable under the Plan are not intended to duplicate any other cash and/or healthcare severance benefits payable to a Participant by the Company (for the avoidance of doubt, sign-on bonus payments, retention bonus payments, transaction bonus payments and other similar cash payments shall not constitute "other cash severance" for purposes of this Plan).

13.2 No Right to Continued Service. Nothing contained in the Plan shall (a) confer upon any Participant any right to continue as an employee of the Company or any subsidiary, (b) constitute any contract of employment or agreement to continue employment for any particular period, or (c) interfere in any way with the right of the Company to terminate a service relationship with any Participant, with or without Cause.

13.3 Termination and Amendment of Plan. The Plan may not be amended, modified, suspended or terminated except with the express written consent of each Participant who would be adversely affected by any such amendment, modification, suspension or termination.

13.4 Survival. Section 7 (Limitation on Payments), Section 11 (Claims Procedure; Arbitration) and Section 12 (Covenants) hereof shall survive the termination or expiration of the Plan and shall continue in effect.

13.5 Severance Benefit Obligations. Notwithstanding anything contained herein, Severance Benefits paid or provided under the Plan may be paid or provided by the Company or any subsidiary employer, as applicable.

13.6 Withholding. The Company and its subsidiaries shall have the authority and the right to deduct and withhold an amount sufficient to satisfy federal, state, local and foreign taxes required by law to be withheld with respect to any Severance Benefits payable under the Plan.

13.7 Benefits Not Assignable. Except as otherwise provided herein or by law, no right or interest of any Participant under the Plan shall be assignable or transferable, in whole or in part, either directly or by operation of law or otherwise, including without limitation by execution, levy, garnishment, attachment, pledge or in any manner; no attempted assignment or transfer thereof shall be effective; and no right or interest of any Participant under the Plan shall be liable for, or subject to, any obligation or liability of such Participant. When a payment is due under the Plan to a Participant who is unable to care for the Participant's affairs, payment may be made directly to the Participant's legal guardian or personal representative.

13.8 Applicable Law. The Plan is intended to be an unfunded "top hat" pension plan within the meaning of U.S. Department of Labor Regulation Section 2520.104-23 and shall be interpreted, administered, and enforced as such in accordance with ERISA. To the extent that state law is applicable, the statutes and common law of the State of Delaware, excluding any that mandate the use of another jurisdiction's laws, will apply.

13.9 Validity. The invalidity or unenforceability of any provision of the Plan shall not affect the validity or enforceability of any other provision of the Plan, which shall remain in full force and effect.

13.10 Captions. The captions contained in the Plan are for convenience only and shall have no bearing on the meaning, construction or interpretation of the Plan's provisions.

13.11 Expenses. The expenses of administering the Plan shall be borne by the Company or its successor, as applicable.

13.12 Unfunded Plan. The Plan shall be maintained in a manner to be considered "unfunded" for purposes of ERISA. The Company shall be required to make payments only as benefits become due and payable. No person shall have any right, other than the right of an unsecured general creditor against

the Company, with respect to the benefits payable hereunder, or which may be payable hereunder, to any Participant, surviving spouse or beneficiary hereunder. If the Company, acting in its sole discretion, establishes a reserve or other fund associated with the Plan, no person shall have any right to or interest in any specific amount or asset of such reserve or fund by reason of amounts which may be payable to such person under the Plan, nor shall such person have any right to receive any payment under the Plan except as and to the extent expressly provided in the Plan. The assets in any such reserve or fund shall be part of the general assets of the Company, subject to the control of the Company.

* * * * *

I hereby certify that the foregoing Plan was duly adopted by the Compensation Committee of the Board of Directors of Hayward Holdings, Inc. on April 24, 2026.

Signature: /s/ Susan M. Canning_____

Name: Susan M. Canning

Title: SVP, Chief Legal Officer and Secretary

CALCULATION OF QUALIFYING TERMINATION SEVERANCE AMOUNTS

Participation Tier	Cash Severance Multiplier	Severance Period (from Date of Termination)	COBRA Period (from Date of Termination)
CEO	2x	24 months	12 months
Executive	1x	12 months	12 months

Exh. C-1

CALCULATION OF CIC TERMINATION SEVERANCE AMOUNTS

Participation Tier	Cash Severance Multiplier	Severance Period (from Date of Termination)	COBRA Period (from Date of Termination)
CEO	3x	36 months	24 months
Executive	2x	24 months	24 months

Exh. C-2

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FORM OF RELEASE

1. Release. For valuable consideration, including the payments or benefits under Section 4 of the Hayward Holdings, Inc. Executive Severance Plan (the "Severance Plan"), the receipt and adequacy of which are hereby acknowledged, the undersigned does hereby release and forever discharge the "Releasees" hereunder, consisting of Hayward Holdings, Inc., a Delaware corporation (the "Company") and the Company's partners, subsidiaries, associates, affiliates, successors, heirs, assigns, agents, directors, officers, employees, representatives, lawyers, insurers, and all persons acting by, through, under or in concert with them, or any of them, of and from any and all manner of action or actions, cause or causes of action, in law or in equity, suits, debts, liens, contracts, agreements, promises, liability, claims, demands, damages, losses, costs, attorneys' fees or expenses, of any nature whatsoever, known or unknown, fixed or contingent (hereinafter called "Claims"), which the undersigned now has or may hereafter have against the Releasees, or any of them, by reason of any matter, cause, or thing whatsoever from the beginning of time to the date hereof. The Claims released herein include, without limiting the generality of the foregoing, any Claims in any way arising out of, based upon, or related to the employment or termination of employment of the undersigned by the Releasees, or any of them; any alleged breach of any express or implied contract of employment; any alleged torts or other alleged legal restrictions on Releasees' right to terminate the employment of the undersigned; any alleged violation of any federal, state or local statute or ordinance including, without limitation, Title VII of the Civil Rights Act of 1964, the Age Discrimination In Employment Act, the Older Workers' Benefit Protection Act, the Americans With Disabilities Act, the Fair Labor Standards Act, the Family and Medical Leave Act, the North Carolina Equal Employment Practices Act (NCEEPA), the North Carolina Retaliatory Employment Discrimination Act (NCREDA), the North Carolina Persons with Disabilities Protection Act (NCPDPA), the North Carolina Discrimination Based on Genetic Testing and Genetic Information Law, the North Carolina Discrimination Based on AIDS and HIV Status Law, the North Carolina Military Leave Law, the North Carolina Hazardous Chemicals Right to Know Act, the New Jersey Law Against Discrimination (NJLAD) (with respect to existing but not prospective claims), the New Jersey Family Leave Act (NJFLA), the New Jersey Conscientious Employee Protection Act (NJCEPA), the New Jersey Wage Payment Law, the New Jersey Wage and Hour Law, retaliation claims under the New Jersey Workers' Compensation Law (NJWCL), the New Jersey Discrimination in Wages Law, the New Jersey Security and Financial Empowerment Act (SAFE Act), the New Jersey Temporary Disability Benefits Law, the New Jersey Earned Sick Leave Law, the Millville Dallas Airmotive Plant Job Loss Notification Act, the New Jersey Civil Union Act, the New Jersey Smoking Law (NJSL).

2. Claims Not Released. Notwithstanding the foregoing, this general release (the "Release") shall not operate to release any rights or claims of the undersigned (i) to payments or benefits under Section 4 of the Severance Plan, with respect to the payments and benefits provided in exchange for this Release, (ii) to payments or benefits under any equity award agreement between the undersigned and the Company, (iii) to accrued or vested benefits the undersigned may have, if any, as of the date hereof under any applicable plan, policy, practice, program, contract or agreement with the Company, (iv) to any Claims, including claims for indemnification and/or advancement of expenses arising under any indemnification agreement between the undersigned and the Company or under the bylaws, certificate of incorporation or other similar governing document of the Company, (v) to any Claims which cannot be waived by an employee under applicable law or (vi) with respect to the undersigned's right to communicate directly with, cooperate with, or provide information to, any federal, state or local government regulator.

3. Unknown Claims.

THE UNDERSIGNED ACKNOWLEDGES THAT THE UNDERSIGNED HAS BEEN ADVISED BY LEGAL COUNSEL AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

THE UNDERSIGNED, BEING AWARE OF SAID CODE SECTION, HEREBY EXPRESSLY WAIVES ANY RIGHTS THE UNDERSIGNED MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

4. Exceptions. Notwithstanding anything in this Release to the contrary, nothing contained in this Release shall prohibit the undersigned from (i) filing a charge with, reporting possible violations of federal law or regulation to, participating in any investigation by, or cooperating with any governmental agency or entity or making other disclosures that are protected under the whistleblower provisions of applicable law or regulation and/or (ii) communicating directly with, cooperating with, or providing information (including trade secrets) in confidence to, any federal, state or local government regulator (including, but not limited to, the U.S. Securities and Exchange Commission, the U.S. Commodity Futures Trading Commission, the U.S. Department of Justice or the National Labor Relations Board (the “NLRB”)) for the purpose of reporting or investigating a suspected violation of law, or from providing such information to the undersigned’s attorney or in a sealed complaint or other document filed in a lawsuit or other governmental proceeding. Pursuant to 18 USC Section 1833(b), the undersigned will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made: (x) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (y) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Nothing in this Release prevents the undersigned from participating in an activity permitted by Section 7 of the National Labor Relations Act or from filing an unfair labor practice charge with the NLRB, or from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that the undersigned has reason to believe is unlawful.

5. Representations. The undersigned represents and warrants that there has been no assignment or other transfer of any interest in any Claim which the undersigned may have against Releasees, or any of them, and the undersigned agrees to indemnify and hold Releasees, and each of them, harmless from any liability, Claims, demands, damages, costs, expenses and attorneys’ fees incurred by Releasees, or any of them, as the result of any such assignment or transfer or any rights or Claims under any such assignment or transfer. It is the intention of the parties that this indemnity does not require payment as a condition precedent to recovery by the Releasees against the undersigned under this indemnity.

6. No Action. The undersigned agrees that if the undersigned hereafter commences any suit arising out of, based upon, or relating to any of the Claims released hereunder or in any manner asserts against Releasees, or any of them, any of the Claims released hereunder, then the undersigned agrees to

pay to Releasees, and each of them, in addition to any other damages caused to Releasees thereby, all attorneys' fees incurred by Releasees in defending or otherwise responding to said suit or Claim. Notwithstanding the foregoing, this provision shall not apply to any suit or Claim to the extent it challenges the effectiveness of this Release with respect to a claim under the Age Discrimination in Employment Act.

7. No Admission. The undersigned further understands and agrees that neither the payment of any sum of money nor the execution of this Release shall constitute or be construed as an admission of any liability whatsoever by the Releasees, or any of them, who have consistently taken the position that they have no liability whatsoever to the undersigned.

8. OWBPA. The undersigned agrees and acknowledges that this Release constitutes a knowing and voluntary waiver and release of all Claims the undersigned has or may have against the Company and/or any of the Releasees as set forth herein, including, but not limited to, all Claims arising under the Older Worker's Benefit Protection Act and the Age Discrimination in Employment Act. In accordance with the Older Worker's Benefit Protection Act, the undersigned is hereby advised as follows:

- (i) the undersigned has read the terms of this Release, and understands its terms and effects, including the fact that the undersigned agreed to release and forever discharge the Company and each of the Releasees, from any Claims released in this Release;
- (ii) the undersigned understands that, by entering into this Release, the undersigned does not waive any Claims that may arise after the date of the undersigned's execution of this Release, including without limitation any rights or claims that the undersigned may have to secure enforcement of the terms and conditions of this Release;
- (iii) the undersigned has signed this Release voluntarily and knowingly in exchange for the consideration described in this Release, which the undersigned acknowledges is adequate and satisfactory to the undersigned and which the undersigned acknowledges is in addition to any other benefits to which the undersigned is otherwise entitled;
- (iv) the Company advises the undersigned to consult with an attorney prior to executing this Release;
- (v) the undersigned has been given at least 21 / 45 days in which to review and consider this Release. To the extent that the undersigned chooses to sign this Release prior to the expiration of such period, the undersigned acknowledges that the undersigned has done so voluntarily, had sufficient time to consider the Release, to consult with counsel and that the undersigned does not desire additional time and hereby waives the remainder of the 21 / 45-day period;
- (vi) the undersigned understands that Attachment 1 to this Release is a list of the job titles and ages for all individuals in the undersigned's decisional unit who have been selected for the program, as well as the job titles and ages of all individuals in the undersigned's decisional unit who have not been selected for the program, as of _____, the date the Company provided this Release to the undersigned; and
- (vii) the undersigned may revoke this Release within seven days from the date the undersigned signs this Release and this Release will become effective upon the expiration of that revocation period if the undersigned has not revoked this Release during such

seven-day period. If the undersigned revokes this Release during such seven-day period, this Release will be null and void and of no force or effect on either the Company or the undersigned and the undersigned will not be entitled to any of the payments or benefits which are expressly conditioned upon the execution and non-revocation of this Release. Any revocation must be in writing and sent to [name], via electronic mail at [email address], on or before 11:59 p.m. Eastern time on the seventh day after this Release is executed by the undersigned.

9. Certain Rights. The undersigned is hereby advised as follows:

- (i) the undersigned has read the terms of this Release, and understands its terms and effects, including the fact that the undersigned agreed to release and forever discharge the Company and each of the Releasees, from any Claims released in this Release;
- (ii) the undersigned understands that, by entering into this Release, the undersigned does not waive any Claims that may arise after the date of the undersigned's execution of this Release, including without limitation any rights or claims that the undersigned may have to secure enforcement of the terms and conditions of this Release;
- (iii) the undersigned has signed this Release voluntarily and knowingly in exchange for the consideration described in this Release, which the undersigned acknowledges is adequate and satisfactory to the undersigned and which the undersigned acknowledges is in addition to any other benefits to which the undersigned is otherwise entitled;
- (iv) the undersigned has a right to, and the Company advises the undersigned to, consult with an attorney prior to executing this Release; and
- (v) the undersigned has been given at least five business days in which to review and consider this Release. To the extent that the undersigned chooses to sign this Release prior to the expiration of such period, the undersigned acknowledges that the undersigned has done so voluntarily, had sufficient time to consider the Release, to consult with counsel and that the undersigned does not desire additional time to review and consider this Release and hereby waives the remainder of the period.

10. Governing Law. This Release is deemed made and entered into in the State of ____, and in all respects shall be interpreted, enforced and governed under the internal laws of the State of ____, to the extent not preempted by federal law.

IN WITNESS WHEREOF, the undersigned has executed this Release this ____ day of _____, ____.

ATTACHMENT 1 TO EXHIBIT C

OLDER WORKER BENEFIT PROTECTION ACT DISCLOSURE

To be included if applicable

Exh. C-7

DETAILED CLAIMS PROCEDURES

Section 1.1. Claim Procedure. Claims for benefits under the Plan shall be administered in accordance with Section 503 of ERISA and the Department of Labor Regulations and guidance thereunder. The Administrator shall have the right to delegate its duties under this Exhibit and all references to the Administrator shall be a reference to any such delegate, as well. The Administrator shall make all determinations as to the rights of any Claimant. A Claimant may authorize a representative to act on the Participant's behalf with respect to any claim under the Plan.

Section 1.2. Claims. Generally, Participants are not required to present a formal claim in order to receive benefits under the Plan. If, however, any person believes that benefits are being denied improperly, that the Plan is not being operated properly, or that their legal rights are being violated with respect to the Plan (the "Claimant"), the Claimant must file a formal claim, in writing, with the Administrator in accordance with this Exhibit D. This requirement applies to all claims that any Claimant has with respect to the Plan, except to the extent the Administrator determines, in its sole discretion, that it does not have the power to grant all relief reasonably being sought by the Claimant. A formal claim must be filed within 90 days after the date the Claimant first knew or should have known of the facts on which the claim is based, unless the Administrator consents otherwise in writing. All written claims shall be submitted to the Chief Legal Officer at legal@hayward.com or 1415 Vantage Park Drive, Suite 400, Charlotte, North Carolina 28203. The Administrator shall provide a Claimant, on request, with a copy of the claims procedures established under this Exhibit D.

Section 1.3. Regular Claims Procedures. The claims procedure in this Section 1.3 shall apply to all claims for Plan benefits other than Disability Claims (as such term is defined in Section 1.4).

(a) Timing of Claim Denial. If the Administrator denies a claim in whole or in part (an "initial adverse benefit determination"), then the Administrator will provide notice of the decision to the Claimant within a reasonable period of time, not to exceed 90 days after the Administrator receives the claim, unless the Administrator determines that any extension of time for processing is required. In the event that the Administrator determines that such an extension is required, written notice of the extension will be furnished to the Claimant before the end of the initial 90 day review period. The extension will not exceed a period of 90 days from the end of the initial 90 day period, and the extension notice will indicate the special circumstances requiring such extension of time and the date by which the Administrator expects to render the benefit decision.

(b) Contents of Claim Denial Notice. The Administrator shall provide every Claimant who is denied a claim for benefits with a written or electronic notice of its initial adverse benefit determination. The notice will set forth, in a manner to be understood by the Claimant:

- (i) the specific reason or reasons for the initial adverse benefit determination;
- (ii) reference to the specific Plan provisions on which the determination is based;

- (iii) a description of any additional material or information necessary for the Claimant to perfect the claim and an explanation as to why such information is necessary; and
- (iv) an explanation of the Plan's appeal procedure and the time limits applicable to such procedures, including a statement of the Claimant's right to bring an action under Section 502(a) of ERISA after receiving a final adverse benefit determination upon appeal.

(c) Appeal Procedures. The Claimant may appeal an initial adverse benefit determination by submitting a written appeal to the Administrator within 60 days of receiving notice of the denial of the claim. The Claimant:

- (i) may submit written comments, documents, records and other information relating to the claim for benefits;
- (ii) will be provided, upon request and without charge, reasonable access to and copies of all documents, records and other information relevant to the Claimant's claim for benefits; and
- (iii) will receive a review that takes into account all comments, documents, records and other information submitted by the Claimant relating to the appeal, without regard to whether such information was submitted or considered in the initial benefit determination.

(d) Decision on Appeal. The Administrator will conduct a full and fair review of the claim and the initial adverse benefit determination. The Administrator holds regularly scheduled meetings at least quarterly. The Administrator shall make a benefit determination no later than the date of the regularly scheduled meeting that immediately follows the Administrator's receipt of an appeal request, unless the appeal request is filed within 30 days preceding the date of such meeting. In such case, a benefit determination may be made by no later than the date of the second regularly scheduled meeting following the Administrator's receipt of the appeal request. If special circumstances require a further extension of time for processing, a benefit determination shall be rendered no later than the third regularly scheduled meeting of the Administrator following the Administrator's receipt of the appeal request. If such an extension of time for review is required, the Administrator shall provide the Claimant with written notice of the extension, describing the special circumstances and the date as of which the benefit determination will be made, prior to the commencement of the extension. The Administrator generally cannot extend the review period any further unless the Claimant voluntarily agrees to a longer extension. The Administrator shall notify the Claimant of the benefit determination as soon as possible but not later than five days after it has been made.

(e) Notice of Determination on Appeal. If the appeal is denied, the Administrator shall provide the Claimant with written or electronic notification of its denial ("final adverse benefit determination"), which shall set forth, in a manner intended to be understood by the Claimant:

- (i) the specific reason or reasons for the final adverse benefit determination;

- (ii) reference to the specific Plan provisions on which the final adverse benefit determination is based;
- (iii) a statement that the Claimant is entitled to receive, upon request and without charge, reasonable access to, and copies of, all documents, records and other information relevant to the claim for benefits;
- (iv) a statement describing any voluntary appeal procedures offered by the Plan and the Claimant's right to obtain information about such procedures; and
- (v) a statement of the Claimant's right to bring an action under Section 502(a) of ERISA.

Section 1.4. Disability Claims Procedures. The claims procedure in this Section 1.4 shall apply only to claims for disability benefits with respect to which the Administrator must use its discretion to make a determination as to whether or not the Participant has a Disability or is Disabled (a "**Disability Claim**").

(a) Timing of Disability Claim Denial. If the Administrator denies a Disability Claim in whole or in part (an "initial adverse benefit determination"), then the Administrator will provide notice of the decision to the Claimant within a reasonable period of time, not to exceed 45 days after the Administrator receives the Disability Claim, unless special circumstances due to matters beyond the control of the Administrator require an extension of time for processing the Disability Claim. If such an extension of time is required, written notice of the extension shall be furnished to the Claimant prior to the termination of the initial 45-day period. In such event, the Administrator shall have up to an additional 30 days from the end of such initial 45-day period in which to render a decision. If prior to the end of this initial 30-day extension period, the Administrator determines that, due to matters beyond its control a decision cannot be rendered within the extension period, the Administrator may extend such period for an additional 30 days, provided that the Administrator notifies the Claimant prior to the expiration of the first 30-day extension period of the circumstances requiring further extension. All notices extending the time period in which to render a decision regarding a Disability Claim under this paragraph shall indicate:

- (i) the special circumstances requiring an extension of time;
- (ii) the date on which the Administrator expects to render a decision;
- (iii) the pertinent provisions of the Plan on which entitlement to a benefit is based; and
- (iv) the unresolved issues that prevent a decision on the claim and the additional information needed to resolve those issues.

The Claimant will have 45 days after receipt of the notice to provide the Administrator with any missing information. If the Administrator requests additional information, the amount of time that the Administrator has to respond to a claim will be paused until the Claimant responds to the request.

(b) Contents of Disability Claim Denial Notice. The Administrator shall provide every Claimant who is denied a Disability Claim with a written or electronic notice of its decision. The notice will set forth:

- (i) the specific reason or reasons for the adverse benefit determination;
- (ii) reference to the specific Plan provisions on which the determination is based;
- (iii) a description of any additional material or information necessary for the Claimant to perfect the claim and an explanation as to why such information is necessary;
- (iv) a discussion of the decision, including an explanation of the basis for disagreeing with or not following: (A) the views presented by the Claimant to the Plan of health care professionals treating the Participant and vocational professionals who evaluated the Participant, (B) the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with a Claimant's adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; and (C) a disability determination regarding the Participant presented by the Claimant to the Plan made by the Social Security Administration;
- (v) Either the specific internal rule, guideline, protocols, standards or other similar criteria relied upon in making the adverse determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria do not exist;
- (vi) If a Disability Claim was denied based on an exclusion or limit (such as a medical necessity requirement or an experimental treatment exclusion), either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Participant's medical circumstances, or a statement that such explanation will be provided upon request free of charge;
- (vii) A statement that the Claimant has the right to receive, upon request and without charge, reasonable access to, and copies of, all documents, records and other information relevant to the claim for benefits; and
- (viii) an explanation of the Plan's appeal procedure and the time limits applicable to such procedures, including a statement of the Claimant's right to bring an action under Section 502(a) of ERISA after receiving a final adverse benefit determination upon appeal.

(c) Disability Claim Appeal Procedures. The Claimant may appeal an initial adverse benefit determination by submitting a written appeal to the designated Plan fiduciary ("**reviewing fiduciary**") within 180 days of receiving notice of the denial of his Disability Claim. If the Claimant files a timely appeal, the reviewing fiduciary will perform a full and fair review of the appeal in accordance with the following:

- (i) The Claimant may submit written comments, documents, records and other information relating to the claim for benefits;
- (ii) The Claimant will be provided, upon request and without charge, reasonable access to and copies of all documents, records and other information relevant to the Claimant's claim for benefits;
- (iii) The review will take into account all comments, documents, records and other information submitted by the Claimant relating to the appeal, without regard to whether such information was submitted or considered in the initial benefit determination.
- (iv) The review will not afford deference to the initial adverse benefit determination and will be conducted by a Plan fiduciary who is different from and not subordinate to the fiduciary who denied the claim.
- (v) The reviewing fiduciary shall either identify to the Claimant any medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the adverse benefit determination, without regard to whether the advice was relied on in making the benefit determination or, alternatively, notify the Claimant that such identification is available upon request and free of charge.
- (vi) If the initial adverse benefit determination was based in whole or in part on a medical judgment, the reviewing fiduciary shall consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment and who was not consulted on, nor subordinate to someone who was consulted on, the original claim.
- (vii) If the reviewing fiduciary anticipates denying the Claimant's appeal, whether in whole or in part, it must provide the information described in the next sentence to the Claimant as soon as possible and sufficiently in advance of the date the reviewing fiduciary is required to render its decision. The reviewing fiduciary shall provide the Claimant with (A) any new or additional evidence considered, relied upon, or generated by the Plan, insurer, or other person making the benefit determination (or at the direction of the Plan, insurer, reviewing fiduciary or such other person), and (B) if the anticipated adverse determination is based on a new or additional rationale, the rationale for the determination.

(d) Decision on Appeal. A determination on the review by the Administrator will be made within a reasonable period of time, but not later than 45 days after receipt of a request for review, unless the Administrator determines that an extension of time for processing is required. In the event that the Administrator determines that such an extension is required, written notice of the extension will be furnished to the Claimant prior to the end of the initial 45 day review period. The extension will not exceed a period of 45 days from the end of the initial 45 day period, and the extension notice will indicate the special circumstances requiring such extension of time and the date by which the Administrator

expects to render the determination on review. The Administrator generally cannot extend the review period beyond an additional 45 days unless the Claimant voluntarily agrees to a longer extension.

(e) Notice of Determination on Appeal. The Administrator shall provide the Claimant with written or electronic notification of its benefit determination on review. The notice shall set forth:

- (i) the specific reason or reasons for the adverse determination;
- (ii) reference to the specific Plan provisions on which the benefit determination is based;
- (iii) a statement that the Claimant is entitled to receive, upon request and without charge, reasonable access to, and copies of, all documents, records and other information relevant to the claim for benefits;
- (iv) a discussion of the decision, including an explanation of the basis for disagreeing with or not following:
(A) the views presented by the Claimant to the Plan of health care professionals treating the Participant and vocational professionals who evaluated the Participant, (B) the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with a Claimant's adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; and (C) a disability determination regarding the Participant presented by the Claimant to the Plan made by the Social Security Administration;
- (v) either the specific internal rule, guideline, protocols, standards or other similar criteria relied upon in making the adverse determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria do not exist;
- (vi) if a Disability Claim was denied based on an exclusion or limit (such as a medical necessity requirement or an experimental treatment exclusion), either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Participant's medical circumstances, or a statement that such explanation will be provided upon request free of charge; and
- (vii) a statement describing (A) any voluntary appeal procedures offered by the Plan, (B) the Claimant's right to file a claim under Section 502(a) of ERISA and (C) any applicable contractual limitations period that applies to the Claimant's right to bring such an action under Section 502(a) of ERISA, including the calendar date on which the contractual limitations period expires for the claim.

Section 1.5. Exhaustion; Judicial Proceedings. No action at law or in equity shall be brought to recover benefits under the Plan until the claim and appeal rights described in the Plan have been exercised and the Plan benefits requested in such appeal have been denied in whole or in part. If any judicial

proceeding is undertaken to appeal the denial of a claim or bring any other action under ERISA, the evidence presented may be strictly limited to the evidence timely presented to the Administrator. Any such judicial proceeding must be filed by the earlier of: (a) one year after the final adverse benefit determination or (b) one year after the Participant or other Claimant commenced payment of the Plan benefits at issue in the judicial proceeding.

Section 1.6. Administrator's Decision is Binding. Benefits under the Plan shall be paid only if the Administrator decides in its sole discretion that a Claimant is entitled to them. In determining claims for benefits, the Administrator has the authority to interpret the Plan, to resolve ambiguities, to make factual determinations, and to resolve questions relating to eligibility for and amount of benefits. Subject to applicable law, any decision made in accordance with the above claims procedures is final and binding on all parties and shall be given the maximum possible deference allowed by law. A misstatement or other mistake of fact shall be corrected when it becomes known, and the Administrator shall make such adjustment on account thereof as it considers equitable and practicable.

Exh. C-14

CERTIFICATION PURSUANT TO RULES 13A-14(A) AND 15D-14(A) UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Kevin Holleran, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Hayward Holdings, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 29, 2026

By: /s/ Kevin Holleran

Kevin Holleran

President and Chief Executive Officer

(Principal Executive Officer)

CERTIFICATION PURSUANT TO RULES 13A-14(A) AND 15D-14(A) UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Eifion Jones, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Hayward Holdings, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 29, 2026

By: /s/ Eifion Jones

Eifion Jones

Senior Vice President and Chief Financial Officer

(Principal Financial Officer and Principal Accounting Officer)

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q of Hayward Holdings, Inc. (the "Company") for the period ended March 28, 2026, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned, Kevin Holleran, President and Chief Executive Officer of the Company, hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of his knowledge:

- (1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 29, 2026

By: /s/ Kevin Holleran

Kevin Holleran

President and Chief Executive Officer

(Principal Executive Officer)

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q of Hayward Holdings, Inc. (the "Company") for the period ended March 28, 2026, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned, Eifion Jones, Senior Vice President and Chief Financial Officer of the Company, hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of his knowledge:

- (1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 29, 2026

By: /s/ Eifion Jones

Eifion Jones

Senior Vice President and Chief Financial Officer

(Principal Financial Officer and Principal Accounting Officer)