

HYDRAZZO, POOL OWNERS - 5 YEAR WARRANTY

Pool Owner: _____ **Applicator:** _____
Address: _____ **Address:** _____
City, State, Zip: _____ **City, State, Zip:** _____
Telephone: _____ **Telephone:** _____

Pool Builder: _____ **Date Pool Completed:** _____
Address: _____ **Finish:** _____
City, State, Zip: _____ **Batch #:** _____

LIMITATIONS

AQUAVATIONS CORP. (AQUA) warrants its product, **Aquavations Hydrazzo**, against failure for 5 years from the date of installation pursuant to terms below. Staining and/or hydration is not a manufacturer defect, therefore it is not covered under this warranty.

This warranty excludes damage due either directly or indirectly by an act of God, including any natural disasters such as hurricane, earthquake, tornado, flood, lightning, hail, fire or any abnormal deterioration due to any cause including and without limitation to plant or animal life.

This warranty is subject to the following terms and conditions each of which are mutually dependent with AQUA's obligations.

This warranty must be accepted by the Pool Owner by signing in the space provided below. The warranty registration must be delivered to AQUA by certified mail and the return receipt kept by the Pool Owner. Possession of the return receipt is a condition precedent to any claim under this warranty.

1. This warranty excludes damages due to workmanship or physical abuse of the pool.
2. Some loss of aggregate is expected, especially in a new application; this is not to be considered a failure.
3. Marble, quartz and stone application techniques as well as pigment loss can result in variations of color, shade and appearance. Such variations are not product defects. These variations are one of the highlights of the **Aquavations Hydrazzo** finish.
4. AQUA warrants the **Aquavations Hydrazzo** material only. AQUA is not responsible for the labor cost of repair. If material is defective when shipped from AQUA, then AQUA's sole responsibility will be to provide such replacement material for the defective area only as is then manufactured by AQUA, in such color as will most closely match the existing shade. Some cosmetic and color variation may result. (THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.)
5. AQUA will have ten (10) working days after written request from builder/applicator receipt of a claim for breach of this warranty within which to inspect the application site. Replacement material for the defective area will be delivered to the builder/applicator, freight prepaid. If the builder/applicator is more than 200 miles from AQUA's nearest manufacturing plant the builder/applicator must include warranty material on their normal truck load orders. Replacement material for the defective area will be shipped as soon as practical via builder/applicator and/or AQUA's truck but in any event within thirty (30) days.
6. Incidental and consequential costs, including but not limited to, water replacement, chemicals, and loss of use of the pool are not covered.
7. This warranty shall not cover damages to the **Aquavations Hydrazzo** pool finish, which have been abused physically, through lack of proper water chemistry balancing or other chemical abuses, or sanitation applications. Initial Start-ups should follow sound technical practices as specified by the National Plasters' Council (NPC) available at www.npconline.org. SEE REVERSE SIDE FOR POOL CARE INSTRUCTIONS.
8. Minor surface checking, cracks, minor cracks and cracks caused by structural damage or from draining the pool are excluded from this warranty.
9. Warranty is not valid unless this document is completed in full & signed and returned to AQUA within thirty (30) days of application of **Aquavations Hydrazzo** material. WARRANTY REGISTRATION MUST BE SENT BY CERTIFIED MAIL AND RETURNED RECEIPT MUST BE RETAINED BY POOL OWNER.
10. Disputes under this agreement will be decided by binding arbitration in accordance with the Association of Pool & Spa Professionals (APSP). This warranty extends only to the pool owner identified above and is non-transferable.

The only obligation of AQUA under this warranty is to deliver new material in substitution for that which was found to be defective. No other cost or expense, direct, collateral or incidental may be asserted under this warranty and all such claims are hereby waived by the Pool Owner. This warranty extends only to the Pool Owner as identified above and is non-transferable.

X _____ **Date**
 Homeowner

AQUAVATIONS

Attention: Product Warranty
 7751 S.W. 62 Avenue, Suite #100
 South Miami, FL 33143