



SSP

# CL INDUSTRIES, INC.

## SUNSTONE PEARL POOL OWNERS - 5 YEAR WARRANTY

Pool Owner : \_\_\_\_\_ Authorized Applicator : \_\_\_\_\_  
 Address: \_\_\_\_\_ Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_  
 Telephone: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 Pool Builder : \_\_\_\_\_  
 Address: \_\_\_\_\_ Date Pool Completed : \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_ Finish: \_\_\_\_\_  
 Batch #: \_\_\_\_\_

SAMPLE FORM NOT VALID IF PRINTED

### LIMITATIONS

CL Industries, Inc. (CLI) warrants its product SUNSTONE PEARL against failure for five years from the date of installation pursuant to the terms below. Staining 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 lightening, 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 CLI'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 CLI 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.

This limited lifetime warranty is effective only if the application of the product is by a factory authorized applicator.

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. Quartz, stone, application techniques and 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 SUNSTONE PEARL finish.
4. CLI warrants the SUNSTONE PEARL material only. CLI is not responsible for the cost of repair. If material is defective when shipped from CLI, the CLI's sole responsibility will be to provide such replacement material for the defective area as is then manufactured by CLI, 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. CLI will have ten (10) working days after written request from approved 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 Approved Applicator, freight prepaid. If the approved Applicator is more than 200 miles from CLI's nearest manufacturing plant the 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 applicator and/or CLI'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 SUNSTONE PEARL pool finish which have been abused physically, through lack of proper water chemistry balancing or other chemical abuses, or sanitation applications. Pool chemistry must be maintained by the Pool Owner, failure to maintain proper pool chemistry voids this warranty. SEE REVERSE SIDE FOR POOL CARE INSTRUCTIONS AND ADDITIONAL WARRANTY CONDITIONS.
8. Minor surface checking, "crazing", and/or cracks are not covered by this warranty. This finish is not structural.
9. Warranty is not valid unless this document is completed in full & signed and returned to CLI within thirty (30) days of application of SUNSTONE PEARL material. WARRANTY REGISTRATION MUST BE SENT BY CERTIFIED MAIL AND RETURNED RECEIPT MUST BE RETAINED BY POOL OWNER.
10. Disputes under this warranty will be decided by binding arbitration by the Association of Pool & Spa Professionals (ASPS).

The only obligation of CLI 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 \_\_\_\_\_  
Homeowner \_\_\_\_\_ Date \_\_\_\_\_

White: CLI

Yellow: Authorized Applicator

**CL INDUSTRIES, INC.**  
Attention: Product Warranty  
Post Office Box 593704  
Orlando, Florida 32859-3704  
Pink: Pool Owner

## POOL WATER CHEMISTRY

It is necessary for the longevity of the **SUNSTONE PEARL** finish and as a condition of this warranty that the following chemical parameters are maintained:

CL	1.0 - 3.0	ppm
pH	7.4 - 7.6	
Total Alkalinity (TA)	80 - 100	ppm
Calcium Hardness (CH)	200 - 400	ppm
Cyanuric Acid	less than 50	ppm
Sequest	12	ppm

In areas where calcium levels exceed normal parameters, alkalinity and pH adjustments are required. The initial fill water is the most important water that the pool will receive. The initial fill water must be tested, recorded and adjusted to the above parameters before it has an opportunity to affect the new Crystal Colors finish.

## WARRANTY CLAIM PROCEDURES

To initiate a warranty claim notify DL Industries, Inc. at P.O. Box 593704, Orlando, FL 32859-3704. Prior to an inspection, CL Industries, Inc. must receive by certified mail a brief note describing the complaint and photocopies (do NOT send the originals) of the following:

- Warranty as completed at time of application.
- Original "return receipt" as completed at time of application.
- Copies of monthly (or more frequent) results of water chemistry analysis done by a commercial water chemical retailer.

Upon receipt of the above, CL Industries, Inc. will schedule an inspection. Any replacement material will be shipped as described in paragraph 5 of this warranty.