



## KRYSTALKRETE COMMERCIAL - 10 YEAR LIMITED WARRANTY

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KK10-C

# Krystalkrete

**Pool Owner:** \_\_\_\_\_ **Authorized Applicator:** \_\_\_\_\_  
**Address:** \_\_\_\_\_ **[Subcontractor]**  
**City, State, Zip:** \_\_\_\_\_ **Address:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_ **City, State, Zip:** \_\_\_\_\_  
**Pool Builder:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_  
**[Contractor]** **Date Pool Completed:** \_\_\_\_\_  
**Address:** \_\_\_\_\_ **Finish:** \_\_\_\_\_  
**City, State, Zip:** \_\_\_\_\_ **Batch #:** \_\_\_\_\_

## LIMITATIONS

CL Industries, Inc. (CLI) warrants its product Krystalkrete against failure for ten (10) 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 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 CLI's obligations.

**NOTE: Implied warranties, including any warranty or merchantability, are limited to ten years, this is a limited 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. 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 Krystalkrete finish.
4. CLI warrants the Krystalkrete material only. CLI is not responsible for the cost of repair. If material is defective when shipped from CLI, then 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 Krystalkrete 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 Krystalkrete 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 National Spa and Pool Institute (NSPI).

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 \_\_\_\_\_ Date \_\_\_\_\_  
Homeowner

**CL INDUSTRIES, INC.**  
Attention: Product Warranty  
PO BOX 490180  
Leesburg, FL 34749

White: CLI  
Yellow: Contractor  
Pink: Pool Owner

**CL Industries**  
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