

Project Type

Warranty

Number

Pool Owner: John Smith

Pool Finish

Address: 0123 NE 12th Street

City, State, Zip: Fort Lauderdale, FL 33308

Phone: 9540101010 Contractor: ABCDE Pools

Address: 1010 SW 10th Street Oakland Park FL 33334

Phone: 9542020001

Installation Date: 2012-05-01 Registered Date: 2012-05-31

Batch Codes: XX-010101010; Color: French Gray

Pool Finish

Southern Grouts & Mortars, Inc. (herein referred to as SGM), warrants its product Diamond Brite, solely against material failure from the date of installation for a period of 1 year. In the event of failure, SGM's sole liability shall be, upon SGM's verification, to provide interior pool materials necessary to repair the area of failure only. Material replacement is limited to repair only. It is understood that some cosmetic variation may result in connection with installation of the material upon repair. EXCEPT FOR THE FOREGOING WARRANTY, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BEING MADE HEREUNDER BY SGM, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Customer will acquire an extended 5-year commercial or 10-year residential warranty on the same terms as set out above by successfully completion and retention of this online warranty form. Commercial pools are defined as those not incorporated into single-family residences.

SPECIFIC LIMITATIONS TO LIMITED WARRANTY

ITEMS SPECIFICALLY NOT COVERED BY THIS WARRANTY INCLUDE, WITHOUT LIMITATION:

- 1. Damage due to faulty workmanship or physical abuse to the pool.
- 2. Labor to repair or refinish the material.
- 3. Pools that have been damaged by physical abuse, or by lack of proper chemical maintenance and balancing, chlorine application, or other chemical abuses.
- 4. Delamination, surface check cracking, cracks caused by structural defect or damage, or draining of the pool.
- 5. Naturally occurring color variation, mottling and hydration.
- 6. Damage caused either directly or indirectly by an act of God, including any natural disaster 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.
- 7. Damage due to act or acts of negligence, misuse, abuse, vandalism, war or civil disobedience.
- 8. Subsequent costs, including but not limited to water and chemical replacement, and loss of use of the pool.
- 9. Misuse of the product and/or improper installation, or use in applications for which it was not intended.

IN NO EVENT SHALL SGM BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES UNDER TORT, CONTRACT OR OTHERWISE (INCLUDING WITHOUT LIMITATION LOSS OF USE) EVEN IF SGM SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF THE SAME. SGM'S MAXIMUM LIABILITY UNDER THIS WARRANTY SHALL BE TO SUPPLY THE MATERIALS NECESSARY TO REPAIR THE AREA OF FAILURE.

It is acknowledged and understood that:

- Some loss of aggregate is to be expected, especially in a new installation, and is not a defect.
- SGM pool finishes are applied and finished completely by hand, resulting in variations in color, shade, tone, texture and overall appearance of the pool finish. These variations are a featured characteristic of the "natural look" of exposed aggregate finishes, and in no way constitute a defect.
- Pool color is influenced by many factors: size, shape, depth, lighting conditions, local surroundings, application technique, and small color differences between batches all affect color perception. Color may also be affected by failure to maintain proper pool chemistry. Therefore, colored plasters or pigmented finishes are not guaranteed with regard to color.
- SGM pool finishes are designed to be continually submerged under water. Do not apply in locations where this condition will not be met. When resurfacing over existing finishes SGM Bond Kote System must first be applied. Where the existing finish is first removed via sandblasting or chipping, Bond Kote may not be required. For best results, use SGM Bond Kote.
- Pool chemistry should be checked on a regular basis. Records should be maintained on water chemistry and available at time of inspection.

Our material is tested and certified by independent laboratories. All data is given in good faith however we reserve the right to change products and specifications without notice. SGM advises interested parties to satisfy themselves as to accuracy of any data and to seek certification if appropriate.

FILL AND BALANCING

Follow recommended fill and balancing procedures to ensure a successful start-up. Fill pool completely and without interruption with clean, potable water. The use of a filter during fill is strongly recommended.

First day: Add sequestering agent upon initial fill per manufacturer's instructions.

Adjust pH to 7.2 - 7.4 and total alkalinity to 80 -120 PPM.

Second Day:

Record pH, total alkalinity, calcium hardness and temperature levels. Adjust pH to 7.4 - 7.6 and total alkalinity to 80-120 PPM. Dissolve all chemicals completely in water before adding to pool, and allow sufficient time for each chemical to be fully dispersed before adding other chemicals. DO NOT ADD CHLORINE OR CALCIUM CHLORIDE. Brush entire surface twice daily for the first three (3) days.

Third Day: Repeat steps from Second Day. Adjust chemistry to the following levels:

Free Chlorine: 1.0 - 3.0 PPM

pH: 7.4 -7.6

Total Alkalinity: 80 -120 PPM Calcium Hardness: 200 - 400 PPM

Stabilizer: 30 - 60 PPM

Adjust pump timer to normal operating hours. Do not install automatic pool cleaners for 28 days. Do not vacuum the pool with a wheeled vacuum for 14 days. Brush the pool walls and floor daily for the first two (2) weeks.

All disputes arising out of or relating to the terms and conditions of this warranty shall be interpreted pursuant to Florida law and where applicable, Federal law. Venue for all such disputes shall be in the circuit court of Broward County, Florida. This warranty constitutes the sole and only warranty being made by SGM and may not be altered, modified or changed except by a written instrument signed by the President of SGM. No oral representation, warranty or promise may be relied upon by any person in making a warranty claim hereunder.

Valid only in the Continental United States. Warranty is Non-Transferable.

SGM, INC., PRODUCT WARRANTY DIVISION: 1502 S.W. 2ND PLACE, POMPANO BEACH, FLORIDA 33069

**** THIS IS A <u>DIAMOND BRITE</u> WARRANTY <u>SAMPLE</u> ****

NOT ALL WARRANTIES ARE THE SAME.

SHOULD YOU NEED A SAMPLE OF A RIVER ROK, DURAZZO, ONE-STEP SPRAY DECK, OR ULTRA PEARL BRITE WARRANTY, PLEASE CONTACT YOUR SGM SALES REPRESENTATIVE