

**POOL SURFACING 2000, INC.
FIBERGLASS MATERIAL WARRANTY**

NAME:

ADDRESS:

SAMPLE

WARRANTY:

INSTALLATION DATE:

FOR A PERIOD OF 15 YEARS FROM THE DATE OF INSTALLATION, POOL SURFACING 2000, INC. (REFERRED TO AS PS 2000) AT NO COST TO THE ORIGINAL BUYER FOR MATERIALS, WILL REPAIR ANY COMPLETED FIBERGLASS SURFACE INSTALLED BY PS 2000. THE SURFACE IS WARRANTED AGAINST LEAKS, BUBBLES, CRACKS, AND DELAMINATING. IF SUCH FAILURE SHOULD OCCUR WITHIN FIVE YEARS OF THE INSTALLATION, PS 2000 WILL PROVIDE LABOR AND MATERIALS FOR REPAIR AT NO COST TO BUYER. COMMERCIAL SPAS CARRY ONLY THE FIVE YEAR WARRANTY DESCRIBED ABOVE.

LIMITATIONS AND EXCLUSIONS

PS 2000 WILL NOT BE RESPONSIBLE FOR ANY WORK PERFORMED ON A WARRANTED SURFACE BY ANY PARTY OTHER THAN PS 2000 OR THEIR AUTHORIZED AGENTS. THIS WARRANTY DOES NOT COVER MATERIALS SUCH AS, BUT NOT LIMITED TO, TILE, COPING, PLUMBING, ELECTRICAL AND EQUIPMENT REPLACED. THIS WARRANTY DOES NOT COVER DAMAGES CAUSED OR CONTRIBUTED TO BY ACCIDENTS, ABUSE, MISUSE, OR EXPOSURE TO FIRE OR HAZARDS OF NATURE, INCLUDING FLOODS, GROUND FAULTS, AND SHIFTING, SETTLING OF SOIL OR EXPANSIVE SOILS. THIS EXCLUSION ALSO INCLUDES ANY OTHER ACT OF GOD OR OCCURRENCE THAT PS 2000 CANNOT CONTROL. THIS WARRANTY DOES NOT COVER FADING OR UNIFORMITY OF COLOR. THIS WARRANTY DOES NOT COVER DISCOLORATION DUE TO, BUT NOT LIMITED TO, THE IMPROPER USE OF CHEMICALS, OR IMPROPERLY MAINTAINED WATER CHEMISTRY. THIS WARRANTY IS EFFECTIVE PROVIDED THE SURFACE REMAINS STRUCTURALLY SOUND AND FILLED WITH WATER AT ALL TIMES, EXCEPT THOSE DAYS (NOT TO EXCEED 5) NEEDED FOR ANY SURFACE, PLUMBING OR EQUIPMENT REPAIR. THIS WARRANTY IS APPLICABLE ONLY IF THE BUYER HAS COMPLIED IN FULL WITH TERMS OF PAYMENT AND OTHER CONDITIONS OF THE CONTRACT BETWEEN PS 2000 AND THE BUYER COVERING INSTALLATION OF THE SURFACE. THIS WARRANTY DOES NOT COVER DAMAGES CAUSED BY, BUT NOT LIMITED TO, WATER LOSS OR EXCESSIVE DOWN TIME OVER THE FIVE DAY PERIOD. PS 2000 IS NOT RESPONSIBLE FOR PROVIDING POOL CHEMICALS OR REPLACEMENT WATER COST. PS 2000 IS NOT RESPONSIBLE FOR SPECIAL INCIDENTALS, INCLUDING BUT NOT LIMITED TO, ELECTRICAL USE, OR ANY LOSS OF REVENUE DUE TO DOWN TIME. COMMERCIAL SPAS CARRY ONLY THE FIVE YEAR WARRANTY DESCRIBED ABOVE.

REPRESENTATIONS

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, ORAL OR OTHERWISE. PS 2000 MAKES NO OTHER REPRESENTATIONS, EXCEPT IN WRITING HEREWITH.

NOTIFICATION

PLEASE NOTIFY PS 2000 IN WRITING BEFORE WATER IS TO BE REMOVED FROM THE SURFACE. IN THE EVENT OF A CLAIMED DEFECT, PS 2000 SHALL BE IMMEDIATELY NOTIFIED IN WRITING OF SUCH A DEFECT. NOTIFICATION SHALL BE TO:

POOL SURFACING 2000, Inc.
3635 TRENTON AVENUE
SAN DIEGO, CALIFORNIA, 92117
PHONE: 858-273-9398
FAX: 858-273-2729

WITHIN FIVE BUSINESS DAYS AFTER RECEIPT OF BUYER'S NOTICE, PS 2000 OR ITS AGENTS WILL INSPECT AND MAKE ARRANGEMENTS FOR WHATEVER CORRECTIONS ARE NECESSARY.