

Limited Warranty

1. **Limited Warranty** – Liquid Renovations, LLC (hereinafter “LR”), warrants its work, consisting of the installation of pool plaster, to be free from defects in material and workmanship for a period of fifteen years from the date of installation. Warranties are not transferable. Warranties are not valid until the job has been paid for in full. Costs of water replacement, chemicals and loss of use are not covered by this Limited Warranty. All warranted plaster pools require mandatory inspection and written certification of the concrete pool shell by a LR supervisors before being installed. Re-plastered pools must have the old existing plaster removed or Bond Kote by LR to qualify for this Limited Warranty. For proper balancing and start-up procedures, please refer to published procedures provided by the National Plaster Council at www.npconline.org. This Limited Warranty will be mailed to the customer with a warranty number and job information attached upon request by customer only. All warranty claims and/or inquiries should be sent to office@liquidrenovations.com. The sole and exclusive remedy under this Limited Warranty and the sole obligation of LR is repair of the defect. LR shall in no way be liable for special or consequential damages.

2. **Limited Warranty Terms and Conditions** - In the event LR contracts to install decking, decking is not warranted against cracking, chipping, raising, settling or discoloration. Plaster is not warranted against discoloration, staining, chipping, crazing or cracking since such plaster defects generally result from local water conditions, improper use of chemicals or improper cleaning of the pool. Plaster installed above the water line is excluded from this Limited Warranty. Staining and/or hydration is not a manufacturer defect and is, therefore, not covered under this Limited Warranty. This also includes any stains from screen companies that drop metal into the pool and leave rust marks. LR is not responsible for physical variations, or the appearance thereof, in plaster application as a completely smooth finish cannot be guaranteed. LR is not responsible for loss of stone in its quartz or pebble finishes as some stone loss is normal in a new application. LR can be contracted to perform spot cleanings at owner’s expense, but rust removal is not covered by this Limited Warranty. Marble, quartz and stone application techniques as well as pigment loss from UV radiation can result in variations in color, shade and appearance. Consequently, such variations in color, shade and appearance are not product defects and are not covered under this Limited Warranty.

All pool equipment and accessories installed as provided for herein carry a warranty as provided by the manufacturer of the same. When buyer has work performed by others, LR does not warrant such work and LR shall not be responsible for such work, or loss or damages resulting therefrom. Incidental and consequential costs, including, but not limited to water replacement, chemicals and loss of use of pool are not covered by LR’s Limited Warranty. Buyer shall notify LR of any alleged defects or breach of this Limited Warranty within a reasonable time after discovery and in no event later than 15 days after discovery. Notice hereunder must be sent to office@liquidrenovations.com and the Limited Warranty is only effective if Buyer has complied with all terms and conditions, payment and other provisions of the Contract and this Limited Warranty.

3. **Conditions Voiding Limited Warranty** - This Limited Warranty becomes void in the following circumstances or occurrence of events:

- A) The pool is not kept full of water as required by manufacturer and/or industry standards, or is drained of water;
- B) The pool structure is damaged by reason of ground water rising above the lowest point of the pool when the pool is not kept full of water (i.e. hydrostatic pressure);
- C) High water table situations causing the pool structure to lift or raise out of ground;
- D) Existence of overly hydrated pool concrete shells causing plaster to fail to bond to pool concrete shell;
- E) Pool builder does not provide clean and dry concrete substrate;
- F) Water penetration from behind or under the concrete pool shell;
- G) Failure to register Pebbletec products with Pebbletec within 90 days of installation;
- H) Movement of any earth or fill ground movement;
- I) Acts of god, war, riots, civil disturbances, superseding/intervening acts of others;
- J) Transfer or change of ownership of the real property on which is the pool is located;
- K) Failures caused by neglect or mistreatment of pool structure/plaster by Buyer;
- L) Failures caused by work of others including, but not limited to electrical panel changes, landscaping, erection of fences and retaining walls and the like;
- M) Failure to maintain water balance; and
- N) Failure to adhere to any Contract terms, conditions and/or payment schedules.

4. **Entire Warranty** – This Limited Warranty constitutes the entire warranty contract between the parties and the parties are not bound by any oral expression or representation by any agent of either party purporting to act for, or on behalf of either party or by a commitment or arrangement not specified in this Limited Warranty.