

MODERN METHOD GUNITE PEBBLE LIMITED WARRANTY

Modern Method Gunite, Inc. (MMG) warrants its MMG Pebble Product will be free from defects in material and workmanship for a period of ten (10) years from the date of installation. Upon written notification of a failure, MMG shall conduct an inspection and will file a report of verification of product failure. Upon receipt of this verification, MMG shall then repair or replace the areas affected by this failure.

LIMITATIONS

- 1. The warranty is not valid unless MMG has been paid in full.
- 2. Materials are made from naturally occurring aggregates and therefore cosmetic and aesthetic variations (ex. shading, tones, grouping, mottling etc.) are naturally occurring and shall not be considered a product failure.
- 3. Cracks, check cracking, minor surface checking caused by structural damage or from draining the pool are excluded from the warranty. Draining the pool for a period of more than 48 hours will void this warranty.
- 4. Under this warranty MMG will furnish replacement material only for that which was found to be defective. Incidental and consequential costs, including but not limited to, water replacement, chemicals, and loss of use of the pool are not covered.
- 5. Damage due to an act or acts of negligence, misuse, abuse, vandalism, damage caused either directly or indirectly by an act of God, including any natural disaster such as hurricane, earthquake, tornado, flood, lightning, hail, freeze, fire or any abnormal deterioration due to any cause including and without limitation to plant or animal life.
- 6. Proper water chemistry is the responsibility of the homeowner. The pool water must be tested monthly by a reputable company who uses a computer system. The printed report of the pool water analysis should be kept for future reference.
- 7. This limited warranty is non-transferable.
- 8. MMG will not guarantee any repair work done on gunite, pebble, or plaster work installed by another company.