



MODERN METHOD GUNITE WARRANTY

Modern Method Gunite, Inc. (MMG) warrants the installation of its GUNITE product for a period of ten (10) year from the date of installation in accordance with the generally accepted procedures as referenced by the American Concrete Institute ACI 506.2 standards, except as modified by the requirements of the project manager specifications.

MMG guarantees that the average compression strength of 4000 pounds per square inch will be achieved after twenty-eight (28) days. The gunite strength will be determined under ASTM C42 guidelines by three cores taken from the structure representing a shift of 50 cubic yards of gunite. Strength will equal or exceed 85% of the design strength with no individual core less than 75% of design strength. Strength testing, if required, will be supervised by an authorized MMG representative and performed at the expense of the owner of the project.

In the unlikely event of a product failure due to insufficient compressive strength, as outlined above, Modern Method Gunite, Inc. will repair or replace the failed material in question only at our sole discretion. Liability is restricted to repair or replacement of the failed material only and does not apply to any other phase or consequential damages.

LIMITATIONS

1. The warranty is not valid unless MMG has been paid in full.
2. Modern Method Gunite, Inc. excludes failure of gunite due to external forces such as: natural causes, ground movement, ground water pressure, failures in the project design, preparation of surfaces, preparation of steel placement, preparation of forms, curing, protection of freshly placed gunite, or failure due to plugged weep holes. This warranty is non-Transferable.
3. Failure of pool builder, general contractor, or homeowner to follow post gunite curing instructions 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. MMG will not guarantee any repair work done on gunite, pebble, or plaster work installed by another company.