

TEXAS ONLY

MODERN METHOD GUNITE



## PEBBLE TEC® SUPERIOR QUALITY POOL FINISHES 10-YEAR RESIDENTIAL LIMITED WARRANTY

**Pebble Technology, Inc. hereby warrants to the original pool customer, for residential applications, that the Pebble Tec Material is free from defects for a period of ten (10) years from the date of installation. For the purposes of this Limited Warranty, Pebble Tec Material ("Material") is defined as pebble, glass beads, and pigment. This Limited Warranty is expressly limited to repair or replacement of the failed Material, the remedy to be determined at the discretion of Pebble Technology, Inc., and does not include labor and other costs for repair or removal. The Limited Warranty does not extend to failure of the Material caused by improper chemical maintenance, negligence, accidental misuse, or structural failure.**

The Limited Warranty is non-transferable and only applies to Pebble Tec Material when installed by a Licensed Pebble Tec® Installer. Pebble Technology, Inc. must be permitted sufficient time, which may be as long as 60 days, and must be permitted sufficient opportunity to evaluate and confirm any defect in the Material, and to respond to any claims.

### LIMITATIONS AND EXCLUSIONS:

1. Pebble Technology, Inc. warrants only the Material and is not responsible for labor and other costs to repair the Material.
2. Any warranty on the installation of the Material, including any warranty relating to the quality of workmanship, is provided by the Licensed Installer. Please contact your installer or builder for issues related to installation and workmanship items.
3. Some loss of the Material in the pool finish is to be expected during the curing process (usually in the first few weeks) and is not considered a defect in or a failure of the Material.
4. Color variations in tone and appearance (including shading, mottling and pigment swirling) are inherent in natural stone, glass, and cementitious materials. These variations in relation to environmental exposure, product samples, or photography are not considered to be a defect in or a failure of the Material.
5. Scale buildup, which may be perceived to be a color variation, is not considered to be a defect in or a failure of the Material. Other problems resulting from improper chemical maintenance, including but not limited to, etching, discoloration, algae formation and staining are not covered by this Limited Warranty.
6. Pebble Technology, Inc. shall only be obligated to repair or replace the Material at the area of failure. Cosmetic variation that may result between the new area of repair or replacement and the original surface is not a defect and is not covered by this Limited Warranty.
7. Incidental costs resulting from or related to the repair or replacement of Material including, but not limited to, replacement of water and chemicals, are not covered by this Limited Warranty.
8. Cracking of the finish in any form is not considered a Material defect or failure and is not covered by this Limited Warranty.
9. This Limited Warranty is non-transferable and is only available to the first pool customer.
10. Some pool finishes may contain seashells. Due to circumstances beyond our control, such as the nature of shell materials and variables of water chemistry, Pebble Technology, Inc. cannot guarantee the lasting integrity of this shell material against degradation and loss of color.
11. All pigment in Pebble Fina applications is covered for 2-years from installation under this Limited Warranty.

### ADDITIONAL LIMITATIONS AND DISCLAIMERS:

Pebble Technology, Inc. makes no other warranties other than those set forth herein and all other warranties are hereby disclaimed, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. The limited warranties set forth herein are limited to the original finish purchaser and are not transferable thereafter. In no event shall Pebble Technology Inc. be liable for incidental or consequential damages to the pool owner or to any third party, including, without limitation, damages arising from personal injury, lost profits, loss of business opportunity, economic losses, statutory or exemplary damages, whether from negligence, warranty, strict liability or otherwise.

### CLAIMS

All claims for defective Material must be submitted to Pebble Technology, Inc. in writing at the address listed below and must specify the defects present in the Material. If available, please provide all water chemistry maintenance documentation with the submission of the warranty request.

All claims must be submitted in writing to one of the following addresses:  
 Pebble Technology, Inc. or [warranty@pebbletec.com](mailto:warranty@pebbletec.com)  
 Warranty Department  
 15540 N. 77th St.  
 Scottsdale, AZ 85260

The Pebble Tec logo features a blue swoosh above the text "P e b b l e T e c" in a light blue, sans-serif font. A registered trademark symbol (®) is located to the right of the text.



# PEBBLE TEC® SUPERIOR QUALITY POOL FINISHES LIMITED WARRANTY INFORMATION SHEET

## Customer Information

**Licensed Applicator:** MODERN METHOD GUNITE, INC

**Homeowner:**

**Job #:**

**Address:**

**Internal #:**

**City, State, Zip:**

**Pool Finish Type:**

**Telephone/Email:**

**Pool Finish Color:**

**Pool Builder:**

**Date Completed:**

SAMPLE COPY

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**Term of Labor Warranty:** TEN (10) YEARS FROM "DATE OF APPLICATION"

**Warranted by:** MODERN METHOD GUNITE, INC

**Licensed Applicator Authorized by:** PEBBLE TECHNOLOGY, INC.