

FLORIDA STUCCO
CORPORATION

Manufacturers of Quality Plaster & Pool Finishes

P.O. BOX 880023
BOCA RATON, FLORIDA 33488-0023
(561) 487-1301 * FAX (561) 487-8536 * (800) 334-5134

GEM FINISH LIMITED WARRANTY

HOMEOWNER: _____

Address: _____

City, State, Zip: _____

Telephone: () _____

Pool Builder: _____

City, State, Zip: _____

GEM FINISH Applicator _____

Address: _____

City, State, Zip: _____

Telephone: () _____

Address: _____

Date of Installation: _____

Gem Finish: _____

Florida Stucco Corp., herein after referred to as Florida Stucco, warrants its aggregate product, GEM FINISH, against failure for ten (10) years from date of installation & five (5) years for commercial application. Florida Stucco shall send applicator required material to repair the pool in the event of verified material failure. **WARRANTY MUST BE ACCOMPANIED WITH PROOF OF PURCHASE.**

Limitations:

Note: IMPLIED WARRANTIES, INCLUDING ANY MERCHANTABILITY WARRANTY ARE LIMITED TO THE STATED LENGTH OF THE WARRANTY. THIS IS A LIMITED WARRANTY.

1. Warranty excludes damage due to workmanship and or physical abuse.
2. Natural pebbles, aggregates and method of application may result in aesthetic variations i.e. shading. These conditions are not a product failure.
3. Some aggregate loss is to be expected, including from newly applied material. This is not considered a failure.
4. The applicator shall have the right to repair the area of failure only. Material replacement is limited to this repair. It is understood some cosmetic variation may result.
5. Minor surface checking, minor cracks and cracks caused by structural damage or draining the pool are excluded from this warranty.
6. The warranty claim for defective material will be limited to replacement material. Water replacement, loss of use, labor and chemicals are not included. Consequential damage costs are not included.
7. It is understood that water balance must be continuously maintained within APSP (Association of Pool and Spa Professionals) recommended standards for exposed aggregate finishes. This warranty does not include damage due to improper water balance or damage in correcting such imbalance. Verifiable water chemistry maintenance records are required.
8. Failure to maintain proper water balance and procedure throughout "start-up" period (chemical balance and brushing) will void this warranty.
9. This warranty is not transferable.
10. Dispute resolution will be by binding arbitration, under supervision of APSP (Association of Pool and Spa Professionals). Binding arbitration will be the sole remedy.
11. Return fully completed warranty to Florida Stucco within 30 days of installation by certified mail. Return receipt must be retained by pool owner.

POOL WATER CHEMISTRY

It is a requisite of this warranty that proper water chemistry parameters be maintained. Parameters set by the APSP (Association of Pool and Spa Professionals) should be adhered to. The Gem Finish is enhanced with maintaining proper water chemistry.

The initial fill water is the most important water that the pool will receive. The initial fill water must be tested, recorded and adjusted to the proper parameters. The pool finish must also be brushed during the “start-up” period on a daily basis for a minimum of thirty (30) days.

WARRANTY CLAIM PROCEDURES

To initiate a warranty claim notify Florida Stucco Corp. at P.O. BOX 880023, BOCA RATON, FLORIDA 33488-0023. The following items will be required at time of inspection.

Warranty as completed at time of application.

Original “return receipt” as completed at time of application.

Copies of monthly (or more frequent) results of water chemistry analysis done by a water chemistry professional.