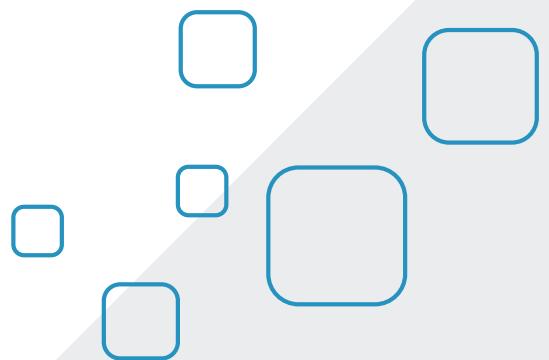


WARRANTY AGREEMENTS



OWNER RESPONSIBILITY:

- Owner to notify Landmark of any defects within ten days of discovery, in writing.
- Warranties below are only effective if the Owner has complied with all terms of the contract.
- Owner agrees that terms of this contract will prevail in case of a difference between the plans and plan specifications.

ONE YEAR WARRANTY:

- **Concrete Decking & Pavers:**
 - Contractor warrants damage caused by expansive soil providing owner has not sloped yard towards the decking. Damage caused by the Owner's failure to ensure proper drainage away from the concrete deck, deck drains, or the placement of watering devices within three feet, are not covered under this warranty.
 - Coverage applies to workmanship and materials only and not damages from externally caused issues.
 - Cracks the width of a dime or larger will be fixed if all Owner requirements have been adhered to and maintained. Non-structural cracking, chipping, or shifting are not covered under this warranty.
- **Electric:**
 - Contractor warrants all electrical work against defects in materials and workmanship for twelve months from plaster completion.
 - The warranty is void if electric work is touched by others.
- **Equipment:**
 - Chlorinators, Diving Boards, Slides, & Handrails.
- **Gunite Slides:**
 - Gunite Slides to be free from defects in material and workmanship for a period of twelve months from plaster completion.
- **Plumbing:**
 - Contractor warrants all plumbing work against defects in materials and workmanship for twelve months from plaster completion.
 - Any leaks in the PVC plumbing will be covered for twelve months from plaster completion.
 - The warranty does not cover any leaks that are caused by damage by others.
- **Tile & Coping:**
 - Contractor warrants work on coping and tile to be free from defects in material and workmanship for twelve months from plaster completion.
 - Warranty does not cover grout, chemical damage, fading, freezing, mineral deposits, or any type of staining resulting from incorrect water balance.



TWO YEAR WARRANTY:

- **Equipment:**
 - Chillers, Heat Pumps, & Heat Pump/Chillers

THREE YEAR WARRANTY:

- **Equipment:**
 - Pumps, Heaters, Filters, LED lights, Controllers, Air blowers, Polaris pressure side pool cleaners, and Polaris booster pump.
 - Excludes items that can be worn down such as filter cartridges, gaskets, O-Rings, and seals.

UP TO TEN YEARS:

- **Pebble Interior:**
 - All interior finishes are composed of natural materials that have certain inherent characteristics. Normal mottling and or variations could occur in areas of the surfaces and are not considered a failure or defect, but a normal characteristic of a cementitious product.
 - Examining interior surfaces for defects at night with the pool light on is not considered reasonable because the light will magnify, shadow, or distort natural variations in the interior surface which are not visible in the daytime and not considered defects.
 - Water balance reports must be obtained weekly for the first ninety days and monthly for up to a year to document water balance.
 - Contractor is not responsible for matching colors or brands that are no longer available but will make every reasonable effort to get the colors as close as possible.

LIFETIME:

- **Gunite:**
 - Contractor warrants that the pool gunite structure will remain structurally sound for the period that the pool is owned by the original Buyer. The term "structurally sound" means that the swimming pool can retain water. If the pool fails to retain water, Contractor will perform the necessary repairs to create a structurally sound pool, provided the buyer has complied with all the terms of the contract, including site drainage and no yards sloping towards the pool.
 - This warranty is for the sole benefit of the original Buyer Contractor and is not transferrable. This includes to other parties including family members, relatives, personal trusts, friends, etc.
 - The Structural Warranty will be voided if any party other than the Contractor modifies the gunite shell, renovates, or changes the interior shell finish.
 - The Structural Warranty will be voided if any changes are made to or around the pool by the owner, including deck or landscape that affect drainage away from the swimming pool or structure.

VOID WARRANTY:

- The warranties become void if the pool is not kept full, or because of any earth or fill ground movement which could cause the pool shell to crack or become unlevel.
- Defects or failures resulting from mistreatment or neglect by Buyer will be repaired/serviced at Buyer's expense.

