

SWIMMING POOL CONTRACTORS LICENSE NUMBER 640625 FAX: 805-672-1694 Website: www.aquacreations.com

1547 LOS ANGELES AVE, SUITE 108 VENTURA, CA 93004 PHONE: 805-672-1695 / 800-452-7731 Email: aquaglass@aquacreations.com

AQUA CREATIONS Fifteen Year Limited Warranty

AQUA CREATIONS warrants that, from the date installation of a surface is completed on a swimming

pool or spa, such surface is warranted against cracks or delamination (peeling) for a period of fifteen years. **AQUA CREATIONS** will provide a labor warranty for ten years and a material warranty for fifteen years. Commercial spas are warranted for a period of ten years, labor and material.

This warranty is applicable only if swimming pools, spas and ponds are kept filled with water; such

surface is subject to normal use and care; and, provided that buyer has complied in full with terms of payment and other conditions of the contract between **AQUA CREATIONS** and Buyer covering installation of the surface.

AQUA CREATIONS will not be responsible for any worked performed on a warranted surface by any

party other than **AQUA CREATIONS** or their authorized agents. This warranty covers only those materials and services supplied for **Aqua-Glass™/fiberglass**. Other materials such as, but not limited to, tile, coping, plumbing, electrical and equipment replacement are not covered under this warranty.

This warranty shall not cover defects to the warranted surface which are caused by any other person

or thing; including but not limited to; vandalism, structural problems, acts of nature i.e. soil movement, earthquakes, fire, floods or any other consequential damage including not maintaining proper water chemistry. **AQUA CREATIONS'** liability under this warranty is limited to the replacement or correction of defective material and/or installation, and no other claims or demands whatsoever shall be made or required to be provided by **AQUA CREATIONS.**

If pool, spa or pond is to be emptied, **AQUA CREATIONS** must be notified before water is removed and

to the reason(s) for this water removal while surface is under warranty. Water table problems, shifting, expansive, settling soils or other factors may cause damage to any empty pool, spa or pond, thus voiding warranty.

Any pool, spa or pond approved for emptying by **AQUA CREATIONS** must be refilled with water within FIVE (5) DAYS or warranty shall be void, unless prior arrangements have been made in writing with **AQUA CREATIONS**.

This warranty does not cover fading of color, stains or discoloration due to, but not limited to, the

improper use of chemicals, or improperly maintained water chemistry. This warranty does not cover color uniformity on repairs made to the Aqua-Glass[™] surface, i.e., repaired surface may vary in color from original surface, especially on custom color surfaces. Any additional work done on conforming surface to match repaired surface is not covered under this warranty. This warranty does not cover the failure of non-slip material. This warranty does not cover normal wear of pool & spa surface due to the aggressive nature of water. NOTE: A combination of low ph and low alkalinity will accelerate the wear of the **Aqua-Glass[™]/fiberglass** surface as well as do possible damage to your plumbing and heating system.



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Agua-GlassTM/fiberglass coating will reflect the existing contours of the pool or spa. It is not possible for the coating to change the contour of the existing pool substrate.

Warranty work will be performed by **AQUA CREATIONS** upon notification by Buyer of defect, malfunction, or non-conformity of the warranted surface, in writing, addressed to **AQUA CREATIONS** place of business. Within TEN (10) BUSINESS DAYS after receipt of Buyer's notice, **AQUA CREATIONS** or its agents will inspect and make arrangements for whatever corrections are necessary to repair and or replace the non-conforming, defective or malfunctioning surface.

This warranty is only transferable for THREE (3) years from date of original installation and shall extend to FIVE (5) years from the date of the original installation, provided that **AQUA CREATIONS** is notified in writing of such transfer, and after such time **AQUA CREATIONS** or its agents has had an opportunity to inspect said surface. After the first year, an inspection and transfer of warranty fee of \$200.00 will be required.

This warranty is in lieu of all other warranties expressed or implied. **AQUA CREATIONS** is specifically not responsible for special incidental or consequential damage, including but not limited to, loss of water, chemicals, electrical use, or any loss of revenue due to down time.

This warranty is issued to:

Authorized Agent:

DATE: