



**POOL PROTECTION PLUS
TWO (2) YEAR LIMITED WARRANTY**

10.) **2 YEAR WARRANTY** - The Pool Man, Inc. will warranty your new pool for a period of two (2) years from the date the pool interior is installed. The Pool Man, Inc. will repair or replace the warranted item under warranty if it malfunctions during the course of normal use. Refer to Paragraph (F) for details of the Two (2) Year Limited Warranty.

A.) **10 YEAR WARRANTY** - The Pool Man, Inc. will warranty PebbleTec Brand Interiors for a period of ten (10) years from the date the interior is installed. The interior will be repaired or replaced if it malfunctions during the course of normal use. PebbleTec interiors include labor and materials.

B.) **LIFETIME WARRANTY** - The Pool Man, Inc. will warranty for the life of the pool only the following items:

- * PCC2000 All In-floor cleaning nozzles
- * Pool Structural Shell

C.) CONDITIONS

A.) It is the responsibility of the pool owner to notify The Pool Man, Inc. of any malfunctions of pool items that are covered under this warranty as soon as they are discovered.

B.) This warranty applies only if the repair or replacement is done by The Pool Man, Inc., its authorized representative, or agent.

C.) This warranty is for the original pool owner only, and is not transferrable to future home/pool owners.

D.) LIMITATIONS

(1.) The Pool Man, Inc. is not responsible to repair or replace any items or equipment which is damaged or malfunctions as a result of:

- a. Failure to maintain or service equipment in accordance with the manufacturer's specifications.
- b. Failure to maintain proper chemical balance of pool water.
- c. Work or repair performed by anyone other than a representative or agent of The Pool Man, Inc.
- d. Any modifications made to the equipment or items not authorized by The Pool Man, Inc. or the manufacturer.
- e. A condition which constitutes a violation of current building codes.
- f. Missing parts, structural changes, ground movement, fire, electrical failure or surges, water damage, lightning, mud, storms, freezing, accidents, tree or plant roots, pest or pet damage, or acts of God.

(2.) The Pool Man, Inc. is not liable for consequential or secondary damages resulting from failure of warranted item or equipment nor failure to provide service due to conditions beyond its control, such as but not limited to, delays in obtaining parts or equipment, or labor difficulties.

(3.) The Pool Man, Inc. has the sole right to determine if an item or equipment shall be repaired or replaced. The Pool Man, Inc. will not upgrade and is not responsible for matching color or brand. Should replacement parts or items not be available, or for whatever reason The Pool Man, Inc. may deem necessary to repair or replace parts or items, The Pool Man, Inc. reserves the right to substitute parts or items.

(4.) When performance of service is affected by building or similar codes so that restoration to original condition is not permitted and/or requires more costly material or additional expense, The Pool Man, Inc. has no obligation for the additional cost.

(5.) Owner is responsible to provide access to perform warranted work.

(6.) The Pool Man, Inc. is not responsible for landscape, water, electrical, or chemical replacement costs as a result of repairs or replacement of items or equipment.

(7.) This warranty is subject to conditions of original pool/spa contract and conditions of separate warranty documents.

E.) MANUFACTURER'S WARRANTY ONLY – Accessory Buildings, Pergolas, Covered Additions, external water features, outdoor kitchens, fire pits, fireplaces, fences, etc.

F.) If any substantial defect occurs as a result of the Contractor's workmanship in the installation of the pool, spa, or fountain, it will be remedied without cost to the Owner (unless mentioned above), provided that written notice is given the company within two (2) years after completion of such work. Assemblies or units such as heaters, pumps, motors, filtration systems, mastic or accessories purchased by Contractor for use in this installation are subject to the manufacturer's guarantee only. No claim may be filed under this warranty and/or this agreement and no obligations to make adjustments as a result thereof will accrue until the full indebtedness of the Owner to Contractor is paid. Contractor is not responsible for any mineral build up including calcium on waterline tile, water features or any part of the pool interior or equipment. Contractor is not liable for damage to the pool, the decking (including hairline cracks) or any other construction, caused by surface drainage around the pool, ground movement, floods, lightning and power surges, acts of God, or emptying pool, spa or fountain by Owner without the presence of Contractor's representative. The Pool Man, Inc. is only responsible for repair or replacement of warranted items and equipment that malfunction during the course of normal use. The Warranty period begins the day the interior is installed and is valid and continues for two (2) years if there is no indebtedness or outstanding balance owed to The Pool Man, Inc.

I have read the Pool Protection Plus Warranty program and agree to its terms and conditions. I understand that the Warranty program is only valid if I am in good standing with and have no indebtedness to The Pool Man, Inc.

Name: _____ Start Up Date: _____

Pool Owner

The Pool Man, Inc.