

### PEBBLE TECHNOLOGY MATERIAL 5-YEAR RESIDENTIAL LIMITED WARRANTY

Pebble Technology International® (PTI) hereby warrants to the original owner of the pool finish, for residential applications, that the Material is free from defects for a period of 5 years\* from the date of installation. For the purposes of this Limited Warranty, PTI material ("Material") is defined as pebble, glass bead 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 PTI 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, structural failure, or acts of God.

The Limited Warranty is non-transferable and only applies to PTI Material when installed by an authorized applicator. PTI must be permitted sufficient time to evaluate and confirm any defect in the Material and to respond to any claims.

#### Limitations and Exclusions

1. PTI 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 authorized applicator. Please contact the authorized applicator or your pool builder for issues related to installation and workmanship items.
3. Some loss of the Material, particularly pebble and glass, is to be expected during the lifecycle of your pool and is not considered a defect in or a failure of the Material.
4. Color variations in appearance (including shading, mottling, and pigment swirling) are inherent in natural stone, glass bead 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, surface degradation (roughness) of the finish, discoloration, algae formation and staining are not covered by this Limited Warranty.
6. PTI 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, delamination or hydration of any kind in any form is not considered a material defect or failure and is not covered by this Limited Warranty.
9. Cracking, delamination, and rock loss related to freezing & thawing is not considered a Material defect or failure and is not covered by this Limited Warranty.
10. This Limited Warranty is nontransferable and is only available to the original owner of the pool finish.
11. Some pool finishes may contain seashells, such as abalone and mother of pearl. Due to circumstances beyond our control, such as the nature of shell materials and variables of water chemistry, PTI cannot guarantee the lasting integrity of this shell material against degradation and loss of color.
12. Variation in color between the installed Material and a PTI finish sample, marketing material, or website photography is not covered by this Limited Warranty.
13. Swimming pool lights or other sources of light that shine across the surface, instead of upon the surface, amplify imperfections and/or waviness and are not considered a defect. Therefore, Pebble Tec follows the National Plasterers Council regarding viewing and appraising pools during the daytime. Any excessive variation will be apparent during the daytime as they would in a nighttime environment.

\*Some authorized applicators and/or pool builders provide a different warranty term dependent on your region. Please contact your applicator or pool builder for more information.

#### ADDITIONAL LIMITATIONS AND DISCLAIMERS

PEBBLE TECHNOLOGY INTERNATIONAL (PTI) 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 OWNER OF THE POOL FINISH AND ARE NOT TRANSFERABLE THEREAFTER. IN NO EVENT SHALL PTI 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.