

LIMITED WARRANTY INFORMATION AND DISCLAIMERS***Manufacturer's component equipment limited warranty:***

All manufactured component products sold and installed by MCPS carry the manufacturer's warranty as stated on their warranty cards. These warranties are the sole responsibility of the manufacturer and there are no additional warranties either implied or expressed.

MCPS structural limited warranty:

MCPS warrants its pool/spa constructed structures not to crack for (1) year from the installation date to the original purchaser only.

MCPS piping, fitting limited warranty:

MCPS warrants its pool/spa constructed and installed piping, fittings, valves, and pool plumbing components not to leak, crack, or come apart at joints for 1 year from the installation date to the original consumer purchaser only.

MCPS surface and finish limited warranty:

MCPS warrants its surface installation and restoration not to crack (shrinkage micro cracking excluded), spall, popoff, delaminate, or deteriorate from defect in the materials or workmanship. The time limits of the surface warranty are: New pool plaster (2) years. Replaster over old plaster (2) years provided Bond Cote is installed. Waterline tile (2) years. All tile interior surface (5) years.

Precast and stone coping stones (2) year. Concrete construction and plaster finishes will be done in compliance with APSP Workmanship Standards for Swimming Pools and Spas - June 1996 and Pool Plaster Technology - guidelines - June 1996

Methods of shotcrete or gunite construction are pneumatically applied concrete hand carved and shaped to tolerances consistent with industry standards. Cementitious plaster finishes are applied by hand and will be consistent with industry standards. Minor variations in color, texture, shape, size, and thickness will occur and is not considered a defect. Shrinkage micro cracking will occur and is not considered a defective installation.

Acts invalidating MCPS limited warranty:

Structural and surface limited warranty void if pool or spa is shut down and winterized. Surface limited warranty is void if chemical water balance is incorrect as determined by the Langlier Saturation Index. Weekly records of water chemical balance must be recorded contemporaneously to validate saturation index measurements. Limited warranty is void if unauthorized persons attempt service or repair of parts, materials, components, and equipment that make up systems constructed and installed by MCPS during the limited warranty period. Unauthorized persons are defined as anyone not in the employ of MCPS providing work to the facility under limited warranty or anyone not obtaining written authorization from MCPS prior to attempting service, installation, or modification procedures to the facility or system under the limited warranty. Components or equipment installed by others may invalidate part or all of this limited warranty. MCPS must be advised in writing of any changes in advance and will determine any effect on the limited warranty. This limited warranty is void if the product is subjected to alteration, misuse or abuse. Misuse and abuse shall include: Any operation of the system other than in accordance with the printed operating - maintenance instructions provided in the owners manual.

Extent of limited warranty:

This limited warranty extends only to the original consumer purchaser of the constructed products provided by MCPS.

Limited warranty performance:

In the event of any malfunction or defect covered under the terms of this limited warranty, an authorized service technician of MCPS will repair the malfunction or defect. Items needing repair or replacement not covered under the limited warranty will be charged to the customer at normal technical service labor rates and parts and materials prices including applicable taxes and travel time.

Disclaimers:

MCPS shall not be liable for loss of use of the pool or spa or any other incidental or consequential costs, expenses or damages, which may include but are not limited to the removal of permanent decks, walls, or other custom fixtures and charges for the use of heavy equipment or specialized tools necessary to access the area or component requiring warranty service, repair, or replacement. Under no circumstances shall MCPS or any of its representatives be held liable for injury to any person or damage to any property, however arising.

CHANGES TO SCOPE OF WORK

The authorized purchaser, without nullifying the terms of this proposal may direct MCPS in writing to make changes to the defined scope of work. Adjustment, if any, to the agreed total price and the construction schedule of the Pool/Spa Renovation Proposal shall be set forth in a written change order. All Change Orders and additional work authorizations must be in writing and approved by the authorized purchaser and or owner before initiating the changes. Backcharges not approved by MCPS prior to the occurrence of the backcharge are not valid in any way.

INSURANCE

MCPS will carry adequate insurance in force for the following types of coverage Workmens compensation, General liability, and Commercial Auto. A request to provide more insurance than listed here will be provided at the cost of the additional insurance plus a 15 % handling and overhead fee. Certificates of Insurance are available upon request by the authorized purchaser or Owner

WARRANTY START DATE:

WARRANTY PROJECT NAME:
