

## **EVOLUTON POOL COATINGS, LLC**

### **Limited Warranty**

Evolution Pool Coatings, LLC ("Evolution") warrants to the original retail purchaser, that for a period of one year from the date of completion by Evolution that the pool coatings installed by Evolution: i.e. paint, eco-finish's aqua Bright or poly Fibro finishes, or Sider-Crete, Inc. products, (each "Product", against defects in workmanship in the application of the following Products. Evolution warrants that after the applicable Product has been applied in accordance to the manufacturer's procedures, the Product will not spall for a period of one year from the date of application. If the application of the Product spalls during the warranty period, Evolution will repair or replace the Product at the discretion of Evolution.

#### **Exclusions:**

This Limited Warranty is enforceable only by the original retail purchaser. This Limited Warranty covers the application of the Product only. Any alleged defects in the Product are covered by the warranty of the manufacturer of the Product only. The following are specifically excluded from this Limited Warranty.

- 1) Defects in any other components or parts that are specifically excluded.
- 2) Failure to maintain pool water chemistry and proper maintenance.
- 3) Negligence, abuse, misuse, vandalism, accidents, natural disasters, extreme weather conditions, acts of war or God.
- 4) Repairs or alterations to the Product by parties other than Evolution.

#### **WARRANTY CLAIM PROCEDURE**

In the event of a warranty claim of a defect in the workmanship of the Product covered under the provisions of this limited warranty, the original retail purchaser must first notify in writing Evolution's customer service department, within ten (10) days of the initial discovery of the asserted defect via the web site address, ([service@evolutionpoolcoatings.com](mailto:service@evolutionpoolcoatings.com)) or provide written notice of the defect at the address below. Within a reasonable time of receipt of the notice of the warranty claim and valid proof of purchase, Evolution or their representative will inspect the swimming pool to determine if the alleged defect is covered under this limited warranty. If it is determined that the defect is covered under this limited warranty, Evolution will repair the Product.

#### **Disclaimers**

EVOLUTION POOL COATINGS, LLC. NEITHER ASSUMES NOR DO WE AUTHORIZE ANY OTHER PERSON TO ASSUME FOR US, ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF SWIMMING POOL. THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO A PURCHASER AND EVOLUTION SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM MISUSE OR CAUSED BY ANY DEFECT, FAILURE OR MALFUNCTION OF THE SWIMMING POOL, WHETHER A CLAIM IS BASED UPON WARRANTY, CONTRACT, NEGLIGENCE OR OTHERWISE. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THIS LIMITED WARRANTY SPECIFICALLY EXCLUDES ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, OTHERWISE ALL IMPLIED WARRANTIES ARE LIMITED IN DURATION TO TWO (2) YEARS FROM THE ORIGINAL DATE OF RETAIL PURCHASE. SOME STATES DO NOT ALLOW THE LIMITATION OF THE DURATION OF IMPLIED WARRANTIES, SO THIS LIMITATION MAY NOT APPLY TO YOU. THERE ARE NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, OF ANY KIND OR NATURE WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. SOME STATES DO NOT ALLOW THE LIMITATIONS OF REMEDIES SO THESE LIMITATIONS MAY NOT APPLY TO YOU.

**Evolution Pool Coatings, LLC.**

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