

# KOREKOTE, Inc.®

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## KOREKOTE® ARMORKOTE® LIMITED WARRANTY

**This Warranty is offered by KOREKOTE®, hereinafter referred to as "Manufacturer", to the original purchaser of ARMORKOTE®, hereinafter referred to as "Buyer", and is subject to the following terms and conditions:**

1. **COVERAGE** The authorized ARMORKOTE® Applicator identified in this certificate warrants that the pool described herein has been coated by the Applicator with the ARMORKOTE® polymer, two part epoxy resin finish coating system in full compliance with the Manufacturer's recommendations and specifications and contains solely those undiluted products recommended and provided by Manufacturer for application to the pool shell identified herein. Manufacturer warrants the ARMORKOTE® against cracking, blistering, peeling or detaching from the outermost surface material to which ARMORKOTE® was originally applied by Applicator for as long as the original Buyer owns the pool within the warranty period.

- **Pool shell material:**    **Fiberglass** [    ]    **Concrete** [    ]    **Steel** [    ]    **Other** \_\_\_\_\_
  - **Outermost Surface Preparation performed** \_\_\_\_\_
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- **BASEKOTE Primer coat®**                      **No. of coats applied**    [    ]
  - **ARMORKOTE®**                                      **No. of coats applied**    [    ]

Manufacturer shall warrant the coating product for a period of **up to 10 years** under the terms and conditions as set forth herein. Coverage under this Warranty shall extend only after Applicator and Manufacturer have received payment in full for the services and materials provided to Buyer.

2. **LIMITATIONS AND EXCLUSIONS** Manufacturer does not warrant against: · Damage to or failure resulting from any attachments to the pool such as fittings, skimmers, piping, lighting fixtures, wiring, rails, ladders, slides, jump boards or any other accessories. · Damage to or failure resulting from any attendant structures to the pool such as decks, waterfalls, fountains, or spas. · Damage to or failure resulting from concrete decking or other structure attached to the pool shell. · Failure resulting from improper or unauthorized draining of the pool or the rising of the ground water table above the pool water level or pool pop up. · Failure resulting from improper installation. · Any consequential damages, such as, but not limited to, pool water loss, chemical replacement, or other losses, which may arise due to structural failure. · Repairs made by any other party other than an authorized representative of the Manufacturer. · Labor costs of any kind. · Fading, staining, discoloration or in any manner changing the appearance of the top coat surface. · Discoloration or deterioration caused by abnormal use of the pool, improper water chemistry, mineral-laden water, ancillary equipment servicing the pool, or negligence. · Any damages caused or contributed to by accident, negligence, abuse, misuse, act of God, or act of nature (including, but not limited to, flooding, fire, settling of soil, or shifting of earth) or other conditions beyond our control. · Any damages caused by Buyer's failure to provide reasonable and necessary maintenance to the pool. The Applicator and Manufacturer assume no liability for any bodily injuries resulting from the installation of the coating product. Under no circumstances shall the Applicator or Manufacturer be liable to the Buyer or any other person or entity for any special or consequential damages, whether arising out of breach of warranty, breach of contract or otherwise. Some states may not permit some exclusions or limitations of incidental or consequential damage, therefore, these limitations may not apply.

3. **NOTIFICATION** In the event of discovery of a potential Warranty claim condition, Buyer must notify Manufacturer within fifteen (15) days of discovery in writing. Such notification must be sent via registered U.S.P.S. mail to the address listed on this Warranty.

4. PERFORMANCE Subject to the conditions herein contained and within the warranty period and in the event of failure caused by faulty materials, Manufacturer (or its authorized agent) shall provide replacement pool coating material sufficient to remedy the failed area. Such replacement of the product originally installed shall be the sole remedy within the Warranty period and replacement product will ship FOB the manufacturer's plant.

5. VOIDING OF THIS WARRANTY The pool is designed to remain full of water at all times and the coating is designed to remain submersed. This Warranty shall be considered null and void in the event of drainage of the pool below the skimmer outlet. Do not drain the pool or allow any unauthorized person to drain the pool.

6. TRANSFERABILITY This Warranty extends only to the original Buyer of the pool within the warranty period and is non-transferable or assignable.

7. THIS WARRANTY IS EXCLUSIVE. THERE ARE NO WARRANTIES EXTENDING BEYOND THOSE DESCRIBED IN THIS DOCUMENT, EITHER WRITTEN, ORAL, OR IMPLIED. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. WARRANTY REGISTRATION The attached Warranty Registration Card must be completely filled out by the Buyer and Applicator and returned to the Manufacturer within fifteen (15) days of the application of the final ARMORKOTE® surface finish coating. Failure to return the Warranty Registration Card will render this Warranty null and void.

9. DISPUTES All parties to this Warranty agree that any and all disputes that may occur regarding the performance of this Warranty shall be settled by binding arbitration conducted pursuant to a recognized arbitration association selected by Manufacturer. All parties agree that the arbitration proceedings to resolve any and all such disputes shall be conducted in the city where the Manufacturer is located.

**RECOMMENDATIONS:** You may notice that your ARMORKOTE® surface coat will require less maintenance and a reduced amount of pool chemicals. Please maintain the following pool chemistry: CHLORINE 1.5 – 2.0 ppm, ACIDITY 7.4 – 7.8 pH, ALKALINITY 90 – 120 ppm, CALCIUM 250 – 350 ppm, STABILIZER 60 – 90 ppm. When initially filling the pool and before the filtration system is started up, a sequestering agent should be used to suspend any mineral particles. **PRECAUTION:** Please **DO NOT** allow tri-chlor powder, tablets or stabilizers to settle directly on the surface as this may result in staining or discoloration of the ARMORKOTE® surface.

**ARMORKOTE® APPLICATION RECORD AND WARRANTY REGISTRATION**

- Pool shell material: Fiberglass [ ] Concrete [ ] Steel [ ] Other \_\_\_\_\_
- Outermost Surface Preparation performed \_\_\_\_\_
- BASEKOTE® Primer coat No. of coats applied [ ]
- ARMORKOTE® Top Coat No. of coats applied [ ]
- Warranty Period 1 [ INITIAL ], 3 [ INITIAL ], 6 [ INITIAL ], 10 [ INITIAL ] Years

APPLICATOR: \_\_\_\_\_

APPLICATOR ADDRESS: \_\_\_\_\_

BUYER NAME: \_\_\_\_\_

POOL ADDRESS: \_\_\_\_\_ Completion Date \_\_\_\_\_

I agree that I have familiarized myself with the contents of this warranty and the pool care recommendations contained therein:

SIGNED by Owner: \_\_\_\_\_ DATE: \_\_\_\_\_

Please mail to address listed above via U.S. mail within fifteen (15) days of completion.