

CALIFORNIA POOLS & LANDSCAPE

PREMIUM NEW POOL WARRANTY

General Limitations

California Pools & Landscape (CPL) does not believe in fine print and feels it is important in our relationship to you, the Buyer, to be clear and understanding when it comes to our warranties and limitations.

1. To obtain Warranty Service, please provide your written request to warrantyservice@calpool.com or contact us at (480) 756-7025.
2. Warranty requests that require an on-site evaluation by CPL personnel will be subject to an inspection fee. This fee may be waived within the first year of warranty coverage or after inspection if the issue is confirmed to be covered under warranty.
3. All warranties stated are limited to defects in workmanship or materials only.
4. All warranties are to the original Buyer only.
5. All Pool warranties begin at substantial completion, which is defined as when the pool equipment is started up. This is referred to as the "Start-up Date." For Landscape warranties, substantial completion is defined as "Walk-through" or Orientation. If Buyer elects to not participate or accept a "Walk-through" or Orientation, this date will be assigned.
6. If changes in environmental conditions cause damage beyond our control, the terms of any warranty will not cover repairs. Examples are, but not limited to, temperatures, earthquakes or shifting, weather, climate change or natural disasters, and other Acts of God.
7. CPL will only be responsible for making repairs to areas of failure and will not cover any repairs or replacements beyond that area.
8. CPL will not warranty, repair or replace decks, masonry, or any other items associated with the pool due to sun or water discoloration or by water damage caused by saltwater pools, chemicals, free-standing planters, irrigation systems, sprinklers, or misting systems.
9. If the materials required to complete a warranty repair are unobtainable, CPL will make repairs using the best available match in color and texture; however, repairs will be discernible.
10. The structural warranty is specific to the pool and/or spa shell. The areas categorized as plumbing, such as the main drain, skimmer, and plumbing returns, are not included.
11. Buyer's responsibilities include but are not limited to:
 - a. HOA Approval. CPL can assist the Buyer in getting HOA approval; however, HOA approval is strictly the homeowner's responsibility.
 - b. Proper water chemistry as outlined by the National Plaster Council <https://www.nationalplastererscouncil.com/npc-start-up-card/>
 - c. Keep all landscape irrigation two feet away from all deck and structures.
 - d. CPL recommends the Buyer install rain gutters to aid in maintaining proper yard drainage. Proper yard drainage is the responsibility of the Buyer. Yard drainage includes directing water away from the edges of any deck and from the outlets of installed deck drains or gutter downspouts. Failure to do so can negatively affect your warranty.
 - e. The Buyer can minimize the effect of movement at expansion joints with proper drainage and distance between the deck surface and grass or landscaping. CPL does not cover damage to a poured deck from work by others, or due to a change in environmental conditions beyond our control. CPL does not warranty existing concrete, cracks, or crack treatments. CPL does not warranty against damage caused by the improper care, patio furniture, or acts of God.

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CUSTOMER EXPECTATIONS & WARRANTY GUIDE

Thank you for choosing California Pools & Landscape. Building a backyard is an exciting process, and our goal is to make the experience as smooth and enjoyable as possible. The following information outlines important details about the construction process, your responsibilities as a homeowner, and what you can expect during your project.

CONTRACT DOCUMENTS AND DESIGN PLANS

Your contract lists the items included in your project and the total price for those items. Please review the paperwork carefully to ensure everything reflects your understanding of the project. Once approved, any changes to the agreement must be made through written change orders.

CPL often uses 3D design software to help visualize your project. While this tool is helpful for understanding the general layout and concept, colors and materials shown in the design may not exactly match the final products. Actual selections should always be made at the CPL Design Center. Plants, trees, and structures shown in the design are representative only.

From the contract and design, CPL will create a scaled CAD construction plan. These plans will be available through the MYCPL Customer Portal App and will include all final dimensions, specifications, and material selections. These plans become the working documents used by construction crews and are part of the agreement.

Please review these plans carefully. Any changes, including color selections or design adjustments, must be approved through a written change order.

For new pool construction, CPL will mark the pool layout on the ground with paint to show the exact location in your yard. Your approval of this layout confirms the pool placement and elevation.

While CPL will do its best to accommodate requested changes, changes after construction begins can delay the schedule and increase the possibility of misunderstandings. For this reason, it is best to finalize plans and selections before construction begins. Change orders submitted after the jobsite setup may incur a processing fee.

PROJECT ACCESS AND JOBSITE CONDITIONS

By entering into this agreement, you grant CPL access to your yard Monday through Friday between the hours of 6:00 AM and 6:00 PM for the purpose of completing the work.

During construction your yard will be an active jobsite. Crews and subcontractors may arrive throughout the day, and access must remain available.

You also grant CPL permission to temporarily stage equipment, materials, debris containers, or trailers in the street or right of way near your home during construction. If HOA or municipal requirements require relocation of materials or staging areas, and relocation is possible, additional costs may apply.

CPL may assist with HOA submittals, but final approval from your Homeowners Association is the responsibility of the homeowner. Where applicable, homeowners must also provide CPL with any required HOA approved plant lists.

SITE CONDITIONS

The contract price assumes normal soil and site conditions. Underground conditions cannot always be determined prior to excavation.

If unusual conditions are encountered during construction such as rock, caliche, expansive soils, underground utilities, buried debris, groundwater, or other concealed conditions, additional work may be required. In these situations, CPL will notify you and provide estimates for the necessary work before proceeding.

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CPL does not add profit to work required solely because of unforeseen soil conditions when excavating new pools. The homeowner is responsible only for the actual additional costs required to complete the work.

CPL relies on information provided by the homeowner regarding underground utilities, drainage, or site conditions when determining the contract price.

PROTECTION OF EXISTING PROPERTY

Unless specifically included in your contract, the project price does not include repair or replacement of existing improvements used for access to the backyard such as driveways, sidewalks, patios, walkways, landscaping, irrigation systems, or other site features.

Construction activity may require trenching for electrical, gas, or plumbing lines, which may affect surrounding areas.

CPL will make reasonable efforts to protect the property during construction. However, minor disturbance to landscaping or debris around the construction area may occur. Homeowners are responsible for monitoring irrigation systems, plants, and outdoor electrical outlets during construction.

MATERIALS AND PRODUCT VARIATIONS

Concrete, stone, tile, and other natural materials vary in color, shade, and texture. These natural variations are normal and expected.

Samples and design renderings represent the general appearance of materials but may not match installed products exactly. Replacement materials used for repairs or future service may also vary slightly in color due to manufacturing variations or weathering.

SHOTCRETE CURING

When the pool shell is installed using shotcrete, it must be watered down four to five times per day for five days. This slows the curing process and helps prevent excessive shrinkage cracking.

Small shrinkage cracks are common in concrete structures and do not affect the pool's structural integrity. CPL's lifetime structural warranty remains in effect regardless of these cosmetic cracks.

FINAL INSPECTION AND POOL STARTUP

Before your pool can be filled and started, the city or municipality must complete a final safety inspection. Many jurisdictions require additional door or window safety devices, which are typically not included in your contract.

Once the pool begins filling with water, the water must run continuously until the proper level is reached. Stopping the water before the pool is full may damage the interior surface, and any resulting repairs would be the homeowner's responsibility.

Once filled, CPL will schedule a pool startup and equipment orientation. During this meeting, we will review proper equipment operation, safety, and maintenance. Please allow approximately one to two hours for this appointment.

For the first two weeks after startup, additional care is required. The interior surface must be brushed regularly, and water chemistry must be monitored closely.

POOL WATER CHEMISTRY

Water chemistry should be tested frequently during the first 28 days and two to three times per week thereafter.

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Recommended water chemistry levels:

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| Calcium Hardness: | 200 to 400 ppm |
| Total Alkalinity: | 80 to 120 ppm |
| Cyanuric Acid (CYA): | 30 to 50 ppm |
| Free Chlorine: | 1 to 3 ppm |
| TDS (Non salt pools): | 300 to 1,800 ppm |
| Salt systems: | 2,500 to 3,500 ppm |

LANDSCAPE INFORMATION

This agreement assumes your lot has been properly graded by the developer. If grading corrections are required, additional work may be necessary.

Building codes prevent CPL from altering developer established drainage grades without approval from a licensed engineer. If landscape features affect drainage or water flow, engineering may be required and is not included in the contract.

Frost damage to plants can occur due to temperature fluctuations and environmental conditions. Frost damage is not covered under warranty.

Weed control is an ongoing maintenance responsibility. Regular inspection and treatment are recommended.

For watering guidance, homeowners may refer to: www.wateruseitwisely.com

REMODEL PROJECT CONSIDERATIONS

For remodeling projects, additional conditions may arise that were not visible prior to demolition.

If structural issues such as shell cracks, rebar exposure, or inadequate shotcrete are discovered once the existing surface is removed, corrective work may be required at additional cost.

When replacing tile or deck materials, grout joints and colors may not match existing materials exactly due to manufacturing variations.

If shotcrete modifications are required, a washout area may be designated on site for construction use. This area will be cleaned upon project completion.

GENERAL CONSTRUCTION EXPECTATIONS

Construction projects naturally involve dust, noise, equipment, materials, and activity in the yard. These conditions are normal during the construction process and are temporary.

CPL will work diligently to keep the jobsite organized, communicate clearly, and minimize disruption whenever possible.

WARRANTY AND SERVICE SUPPORT

CPL takes pride in providing responsive warranty service and customer support. Our warranty team is available to assist with any service questions or concerns. Submit any warranty or service requests at:

www.calpool.com/warranty

We appreciate the opportunity to build your project and look forward to delivering a backyard you will enjoy for many years to come.

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| Item | Defects in Materials | Defects in Workmanship | Limitations |
|---|----------------------|------------------------|--|
| Structural | Lifetime | Lifetime | CPL warranties the pool shell will remain structurally sound for as long as you own your pool. Structurally sound is defined as maintaining the structural integrity of the concrete pool shell to withstand all loads or stresses without causing water loss. If the shell is unable to hold water, CPL will perform repairs as necessary to restore it. Every effort will be made to match the original color and texture; however, repairs will be discernible. CPL does not warranty against damage to the pool shell caused by improper maintenance of the pool surface, improper water levels, pre-existing soil conditions, or water migration. |
| Rebar Bleed or Migration | Lifetime | Lifetime | Steel rebar rust bleed-through is expressly included as part of this lifetime warranty. Every effort will be made to match the original color and texture; however, repairs will be discernible. CPL does not warranty against damage to the pool shell caused by improper maintenance of the pool surface, improper water levels, pre-existing soil conditions, or water migration. |
| Ultra Poz | 7 Years | 3 Years | Warranted to the original Buyer from the date of the initial pool startup. CPL performs repairs only when temperatures permit. These products inherently stain, mottle, and discolor. This condition can be limited by proper attention to water conditions, brushing the interior surface two times a day for the first two weeks after installation, and being vigilant with routine maintenance. This warranty does not cover staining, mottling, discoloration, or other chemical damage. If the Buyer does not install landscape areas near the pool and the un-landscaped areas cause staining from excess dust, corrective measures are at the Buyer's expense. |
| Plaster, Pebble Fina or other plaster-based interior surfaces | 3 Years | | |
| Sea Glass Pebble® and other pebble interior material | Lifetime | 5 Years | Proper water chemistry must be maintained. Warranty is limited to defects in the product and installation only and applies to products that are underwater. Any product out of water is limited to 3 years material and labor. Degradation of product in any form associated with improper care and maintenance is not covered and could result in the inability to perform repairs. |
| Tile | 3 Years | 3 Years | These products often need to be cleaned due to the calcium buildup, sunscreen, or body oils. These conditions impact tile, tile grout at the waterline, and underwater features. This cleaning is part of routine maintenance and is the Buyer's responsibility. Abrasive cleaning agents, such as a pumice stone, will cause permanent damage to tile and should not be used. If tiles dislodge during the warranty period, they will be replaced at no charge using the best available match in color and texture. |
| Tile Top Joint / Grout | 3 Years | Limited | The top joint (the area directly below the deck) tile grout is also considered a standard maintenance item. It will be repaired once during this 3 year warranty period at no cost to the Buyer. All tile and decorative stone grout should be checked periodically and repaired as needed to avoid water migration beneath the tiles. Water migration can cause tiles to become dislodged and may cause damage to the shell of |

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| | | | the pool in areas such as the spa spillway and water feature walls. Most pool settling occurs throughout the first year, so CPL recommends any grout repairs to be scheduled for one year after installation. |
| All Pool Equipment | 5 Years | 5 Years | Includes controllers, valves, lights, heaters, pumps, filters, and sanitation equipment. Submersible and water feature pumps are limited by the manufacturer to 30 days from project start-up. All internet-based equipment and network connectivity is the responsibility of the Buyer. The Buyer is required to complete an inspection 35 months after startup. |
| Infloor Debris Removal Systems | Lifetime | 3 Years | CPL covers cleaning heads and actuator valve modules for as long as you own your pool. All other equipment and parts are covered for 3 years. |
| Non-Pool Equipment | Varies | Varies | CPL does not provide any warranty beyond the written manufacturer terms and conditions. The manufacturer warranties that cover equipment not related to pool filtration are per the terms and conditions of each product manufacturer. Outdoor kitchen appliances carry a 1 year field warranty. CPL may assist in securing the warranty but is not responsible for labor, freight, or other incidental costs. |
| Underground Installation | Lifetime | 3 Years | Warranty applies to portions of plumbing, gas, and electric lines located underground. CPL will only be responsible for making repairs to areas of failure and will not cover any repairs or replacements beyond that area. This warranty does not cover repairs of damage due to work performed by others, lack of proper maintenance, or damage caused by natural erosion or other drainage issues. |
| Paver Decks | Lifetime | 3 Years | Applies to: Travertine, porcelain, brick pavers, coping, Marbella, artistic, and precast concrete capstone. Includes installation materials. Excludes polymeric and sanded joints. CPL will perform one repair (commonly referred to as "lift and level") on deck movement greater than 1/8" in the first 3 years. Hairline cracks, blemishes, or pitting smaller than 3/4" is a natural characteristic of these products and will not be repaired. Deck lids associated with deck equipment are excluded unless purchased in conjunction with our Hide a Lid product. CPL will only be responsible for making repairs to areas of failure and will not cover any repairs or replacements beyond that area. Pavers replaced under this warranty will not be an exact match due to dye lot changes, sun fading, manufacturing changes, etc. Please see General Limitations #11. |
| Poured Concrete Decks | 3 Years | 3 Years | Includes repairs to cracks larger than a dime. Every effort will be made to match the material color and texture; however, the repairs will be discernible. Delamination, flaking and peeling of Acrylic Lace and Tuscan toppings are included. Poured decks will show movement due to existing soil conditions so movement at expansion or control joints, as well as where the deck meets the pool or other surface is expected. Please see General Limitations #11. |
| Artificial Turf | 3 Years | 3 Years | CPL recommends the installation of window screens on any windows overlooking the turf. Concentrated sunlight and heat reflections from unscreened windows may cause burning or discoloration of the turf, which is not covered under this warranty. Normal fading or discoloration of putting green cups and flags, as well as turf matting, are also excluded |

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| | | | from warranty coverage. Refer to the contract for all other Terms and Conditions. |
| Hardscapes | Lifetime | 3 Years | Includes masonry products used in the construction of barbecue islands, fire bars, fire pits, fireplaces, pool waterfalls/grottos, fountains, planters, pillars, and walls. Every effort will be made to match color and texture; however, repairs may be discernible. Curbing is warranted for 1 year for materials and labor. |
| Structures | 10 Year Limited | 3 Years | CPL warranties aluminum structures to the original Buyer from the project start up. CPL warranties materials and workmanship for concrete and carpentry (wood structures) to the original Buyer for 3 years. Every effort will be made to match color and texture; however, repairs may be discernible. CPL not responsible for any Acts of God that may damage structure. Inherent characteristics of building materials (check cracks, shrinkage, swelling, and routine maintenance are excluded from the warranty coverage.) |
| Stucco | 1 year | 1 year | Does not include Hairline cracks in grout, Flagstone, & stucco. |
| Sprinkler Heads | 1 year | 1 year | Does not include adjustments, maintenance, or damage caused by wild or domestic animals. |
| Drip Systems | 1 year | 1 year | Does not include emitter maintenance or damage caused by wild or domestic animals. |
| Valves | 1 year | 1 year | This warranty does not cover vandalism, calcium deposits associated with building materials, damage due to frost, wind, or damage caused by wild or domestic animals. |
| Timers | 1 year | 1 year | Does not include adjustment or maintenance. |
| Pressure Vacuum Breaker | 1 year | 1 year | This warranty does not cover vandalism, calcium deposits associated with building materials, damage due to frost, wind, or damage caused by wild or domestic animals. |
| Feature Pumps | 30 Days | 30 Days | This includes sump pumps and separate water feature pumps. |
| Plants / Trees / Sod | 90 Days | 90 Days | CPL will make one visit to replace any plant or tree within the first 90 days. A warranty replacement does not extend warranty. CPL does not guarantee the replacement plant material will be the equivalent volume of the original tree or plant. This warranty does not include plants or trees which are removed from their initial location and transplanted. The warranty is invalid if the Buyer does not properly maintain the irrigation system, turns off the irrigation system, or adjusts their irrigation timer outside of CPL's general irrigation guidelines. |
| Lights Fixtures / Transformers | 6 Months | 6 Months | Lighting fixtures and transformers may have manufacturer warranty coverage beyond the warranty period given by CPL. Some fixtures will oxidize and produce a natural patina on the surface. Cleaning can restore the finish to its original condition. |
| Bulbs | 90 Days | 90 Days | All landscape bulbs, ozone and UV bulbs are included. |