

POOL WATER CHEMISTRY

It is necessary for the longevity of the "Aqua Pearl SERIES" finish and as a condition of this warranty that the following chemical parameters are maintained:

	FIRST 30 DAYS	GENERAL MAINTENANCE
Cl	1 - 3 ppm	1 - 3 ppm
pH	7.2 - 7.4	7.4 - 7.6
Total Alkalinity TA	80 - 100 ppm	80 - 100 ppm
Calcium Hardness (CH)	DO NOT ADD	200 - 400 ppm
Cyanuric Acid	less than 50 ppm	less than 50 ppm
Sequest	15 - 20 ppm	12 ppm

The initial fill water is the most important water that the pool will receive. The initial fill water must be tested, recorded and adjusted to the above parameters before it has an opportunity to affect the new Aqua Pearl finish.

WARRANTY CLAIM PROCEDURES

To initiate a warranty claim notify Magic Technologies, Inc. at 2402 Clark Road One, Apopka, Florida 32703. Prior to an inspection Magic Technologies, Inc. must receive by certified mail a brief note describing the complaint and photocopies (do NOT send the originals) of the following:

Warranty as completed at time of application.
Original "return receipt" as completed at time of application.
Copies of monthly (or more frequent) results of water chemistry analysis done by a commercial water chemical retailer

Upon receipt of the above, Magic Technologies, Inc. will schedule an inspection. Any replacement material will be shipped as described in paragraph 5 of this warranty.

MAGIC TECHNOLOGIES, INC.
POOL OWNERS
"AQUA PEARL SERIES" LIMITED LIFETIME WARRANTY

Pool Owner: _____ Authorized Applicator: _____
 Address: _____ Address: _____
 City State, Zip: _____ City State, Zip: _____
 Telephone: (_____) _____ Telephone: (_____) _____
 Pool Builder: _____ Address: _____
 City, State, Zip: _____ Date Pool Completed: _____
 Batch #: _____ Aqua Pearl Series Finish: _____

LIMITATIONS:

Magic Technologies, Inc. (MTI) warrants its product "Aqua Pearl Series" against failure for the useful life of the pool to which it is applied.

This warranty is subject to the following terms and conditions each of which are mutually dependent with MTI's obligations.

This warranty must be accepted by the Pool Owner by signing in the space provided below. The warranty registration must be delivered to MTI by certified mail and the return receipt kept by the Pool Owner. Possession of the return receipt is a condition precedent to any claim under this warranty.

This limited lifetime warranty is effective only if the application of the product is by a factory authorized applicator.

1. This warranty excludes damages due to workmanship or physical abuse of the pool.
2. Some loss of aggregate is expected, especially in a new application; this is not to be considered a failure.
3. Quartz, stone, application techniques and pigment loss can result in variations of color, shade and appearance. Such variations are not product defects. These variations are one of the highlights of the Aqua Pearl SERIES finish.
4. MTI warrants the "Aqua Pearl Series" material only. MTI is not responsible for the cost of repair. If material is defective when shipped from MTI, then MTI's sole responsibility will be to provide such replacement material for the defective area as is then manufactured by MTI, in such color as will most closely match the existing shade. Some cosmetic and color variation may result. (THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.)
5. MTI will have ten (10) working days after written request from approved applicator receipt of a claim for breach of this warranty within which to inspect the application site. Replacement material for the defective area will be delivered to the Approved Applicator, freight prepaid. If the approved Applicator is more than 200 miles from MTI's nearest manufacturing plant the applicator must include warranty material on their normal truck load orders. Replacement material for the defective area will be shipped as soon as practical via applicator and/or MTI's truck but in any event within thirty (30) days.
6. Incidental and consequential costs, including but not limited to, water replacement, chemicals, and loss of use of the pool are not covered.
7. This warranty shall not cover damages to the "Aqua Pearl Series" pool finish which have been abused physically, through lack of proper water chemistry balancing or other chemical abuses, or sanitation applications. Pool chemistry must be maintained by the Pool Owner, failure to maintain proper pool chemistry voids this warranty. SEE REVERSE SIDE FOR POOL CARE INSTRUCTIONS AND ADDITIONAL WARRANTY CONDITIONS.
8. Minor surface checking, "crazing", and/or cracks are not covered by this warranty. This finish is not structural.
9. Warranty is not valid unless this document is completed in full & signed and returned to MTI within thirty (30) days of application of "Aqua Pearl Series" material. WARRANTY REGISTRATION MUST BE SENT BY CERTIFIED MAIL AND RETURNED RECEIPT MUST BE RETAINED BY POOL OWNER.
10. Disputes under this warranty will be decided by binding arbitration by the National Spa and Pool Institute (NSPI).

The only obligation of MTI under this warranty is to deliver new material in substitution for that which was found to be defective. No other cost or expense, direct, collateral or incidental may be asserted under this warranty and all such claims are hereby waived by the Pool Owner. This warranty extends only to the Pool Owner as identified above and is not transferable.

Magic Technologies, Inc.

Attention: Product Warranty
 2402 Clark Road One
 Apopka, Florida 32703

X _____ Date _____
 Homeowner

White: MTI

Yellow: Contractor

Pink: Pool Owner