

LIMITED WARRANTY

CCV GUNITE, LP., A TEXAS LIMITED PARTNERSHIP ("CCV") IS PLEASED TO CONTRACT WITH YOU ("GENERAL CONTRACTOR") TO CONSTRUCT A GUNITE SHELL FOR YOUR SWIMMING POOL PROJECT (THE "PROJECT") AT THE PROPERTY LOCATION ("PROPERTY") AND FOR THE OWNER ("OWNER") YOU HAVE SPECIFIED.

1. **EXPRESS WARRANTY:** CCV guarantees the pool's gunite shell will be installed, at the specific location on Owner's property designated by Contractor, in a good and workmanlike manner, on the terms and conditions of this written warranty. Subject to the other terms and conditions herein, CCV guarantees the gunite shell against structural cracks in the gunite shell that cause water loss, for as long as the original owner owns the Property. CCV will also repair rust spots in the gunite shell caused by the structural steel supporting the gunite shell, but not otherwise, for a period of one year from and after installation of the gunite shell. Upon receipt of a valid claim as provided herein for a repair within the terms of this express warranty, CCV will repair or replace, as deemed necessary in the sole discretion of CCV, all or any portion of the gunite shell, and the right to repair or replacement of the gunite shell is the sole and exclusive remedy for breach of this or any other warranty from CCV. This express warranty, and the accompanying repair and/or replacement obligation, is limited to the gunite shell only and does not apply to or include any failure, fault, repair or replacement of any other structural, cosmetic or operational components of the Project. CCV shall have no obligation hereunder to determine the cause of any gunite shell cracks.

2. **LIMITATIONS AND EXCLUSIONS.** This warranty does not cover, and CCV expressly disclaims any warranty of: (i) any cracks or other blemishes of any kind in the gunite shell, irrespective of their cause, which do not cause water loss; (ii) defects or damages to the gunite shell caused by improper drainage, maintenance, winterization, misuse, natural disasters, accidents, alterations or modifications to the gunite shell or other pool components of the Project, weather, negligence of any party other than CCV, or acts of God; and (iii) the work of any third party on or for the benefit of the Project, including but not limited to design, engineering, excavation, grading, site drainage, site preparation, site selection, electrical, plumbing, pipes, skimmers, drains, tile, coping, plaster, decking, filter tanks, heaters, burners, internal gas piping, combustion chambers, weep holes, valves, pumps, motors, finish, cosmetic treatments, lights, ladders, handrails, fences, irrigation systems, septic systems, private water systems, steel, returns, water features, slides and diving boards and such; (iv) the psi (pounds per square inch) compressive strength of the gunite shell in the Project; and (v) with respect to rust spots in the gunite shell, any rust spots caused in part or in whole by any reason other than structural steel supporting the gunite shell. With respect to the warranty limitation in Section 2(v), General Contractor shall have the burden of proving the cause of any rust spot for which a warranty claim hereunder is made. CCV shall not be responsible for the monitoring or maintenance of any weep holes during initial construction or any subsequent repair(s) of the pool. CCV shall not be responsible for and shall not replace any water or chemicals required after any loss, replacement or repair hereunder, in order to refill the pool. CCV shall not be responsible for any gunite shell that "floats" or otherwise becomes out of level after installation. CCV shall not be liable for any incidental or consequential damages, including attorney's fees nor for any damage caused to any other components of the pool caused by any structural crack within the scope of the express warranty set forth above. These limitations shall apply to General Contractor irrespective of any dealings or contracts between General Contractor and the Owner.

3. CLAIM PROCEDURE. In order to make a claim under this warranty, Contractor must provide immediate written notice to CCV prior to any repair efforts being undertaken to any part of the pool, and allow CCV a reasonable opportunity to inspect and repair the gunite shell at issue. Any tampering with the gunite shell as originally installed, and/or any attempted repair to the gunite shell by any party other than CCV will immediately void this warranty. The pool must be clean and operable (other than for the structural crack that causes water loss) at the time of inspection and repair. Contractor and Subcontractor agree and acknowledge that some gunite shell cracks within the scope of this limited warranty will require multiple and successive repairs, and that this is a common practice in the industry. Consequently, Subcontractor will have breached this limited warranty only by refusing to make a necessary repair to the gunite shell covered by this limited warranty, in response to a claim made as set forth herein.

4. DISCLAIMER OF IMPLIED WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTY IN SECTION 1 HEREOF AS OTHERWISE LIMITED HEREIN, CCV MAKES NO AFFIRMATION OF FACT OR PROMISE RELATING TO THE GOODS BEING SOLD THAT HAS BECOME ANY BASIS OF THE BARGAIN. FURTHER, CCV HAS MADE NO AFFIRMATION OF FACT OR PROMISE RELATING TO THE GOODS BEING SOLD THAT HAS CREATED OR AMOUNTED TO AN EXPRESS WARRANTY THAT THE GOODS WOULD CONFORM TO ANY SUCH AFFIRMATION OR PROMISE.

5. NO WARRANTY OF MERCHANTABILITY. CCV DISCLAIMS ANY WARRANTY OF MERCHANTABILITY WITH RESPECT TO THE GOODS SOLD WHICH ARE SUBJECT TO THIS AGREEMENT.

6. NO IMPLIED WARRANTY OF FITNESS. CCV DISCLAIMS ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE WHATSOEVER WITH RESPECT TO THE GOODS SOLD WHICH ARE SUBJECT TO THIS AGREEMENT.

7. NO OTHER WARRANTIES. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS LIMITED WARRANTY.

8. NO THIRD PARTY BENEFICIARIES. No third parties are intended to be and they shall not be beneficiaries of this limited warranty. Subcontractor acknowledges that Contractor may extend warranties of its choice to Homeowner in regards to the Project, including the gunite shell, and Contractor acknowledges that Subcontractor will only be subject to this Limited Warranty irrespective of the terms of any agreement(s) between Contractor and Owner. Communication, at any time or times hereafter, directly between Homeowner and Subcontractor shall not waive, affect or diminish any right Subcontractor has hereunder to demand strict compliance and performance with the terms and conditions of this Agreement by Contractor, nor shall such communication be construed as creating a direct contractual relationship between Subcontractor and Homeowner.

9. ENTIRE FINAL AGREEMENT. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AND COMPLETE AGREEMENT BETWEEN THE PARTIES IN REGARDS TO ALL WARRANTY MATTERS AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN, ORAL AGREEMENTS BETWEEN THE PARTIES.