



**FLORIDA STUCCO CORPORATION**

*Manufacturers of Quality Plaster & Pool Finishes*

P.O. Box 880023

Boca Raton, Florida 33488-0023

Phone (561) 487-1301

Fax (561) 487-8536

Tollfree (800) 334-5134

**EXPOSED AGGREGATE FINISH LIMITED WARRANTY**

**NOTE TO OWNER:**

This limited warranty excludes damage caused by Owner negligence, improper maintenance or changes, alterations, or additions to Florida Stucco Corp's material performed by anyone. Owner's maintenance obligations include those set forth by the NPC.

**LIMITED WARRANTY MUST BE ACCOMPANIED WITH PROOF OF PURCHASE AND FLORIDA STUCCO CORPORATION COMPANY OFFICER SIGNED AND DATED WARRANTY CONFIRMATION.**

OWNER MUST RETURN THIS FULLY COMPLETED LIMITED WARRANTY TO FLORIDA STUCCO CORPORATION WITHIN THIRTY (30) DAYS OF INSTALLATION, VIA [WWW.FLORIDASTUCCO.COM](http://WWW.FLORIDASTUCCO.COM) OR CERTIFIED MAIL. RETURN RECEIPT MUST BE RETAINED BY OWNER.

**LIMITED WARRANTY.** This limited warranty excludes any injury to person or damages to personal or real property, in whole or part, that may be a consequence of, or incident to, or result from any defects in material.

The warranty claim for defective material shall be limited to replacement material. Water replacement, loss of use, labor and chemicals are not included. Consequential damage costs are not included.

**Term.** Florida Stucco Corporation warrants its aggregate product against failure for ten (10) years from date of residential installation & five (5) years for commercial installation.

**ADDITIONAL EXCLUSIONS.** This warranty does not cover the following:

1. Damage due to workmanship during installation or physical abuse.
2. Loss of or damage to any items of personal property or injury resulting from defective workmanship.
3. Natural pebbles, aggregates and method of application may result in aesthetic variations, i.e. shading. These conditions are not a product failure.
4. Aggregate loss. Some aggregate loss is to be expected, including from newly applied material. This is not considered a failure.
5. Material replacement is limited solely to the area that is defective.
6. Minor surface checking, delamination, minor cracks and cracks which may be caused by structural damage, draining the pool, or other factors.
7. Water balance must be continuously maintained within NPC recommended standards for exposed aggregate finishes. This Limited warranty does not include damage due to improper water balance or damage in correcting such imbalance. Verifiable water chemistry maintenance records are required.
8. Damage from animals, including but not limited to, dogs, cats, pets, insects, birds, rodents, frogs, amphibians. The presence of (or any damage from) vegetation growth, including but not limited to mold, mildew, and fungus.
9. Loss of use, loss of opportunity, loss of market value, loss of rental value or any other similar consequential loss.
10. Personal or bodily injury or any kind (including physical or mental pain and suffering and emotional distress), medical, hospital, rehabilitation, or other incidental or consequential expenses or damage to personal property.
11. Loss or damage that Owner has not taken appropriate action to minimize as soon as practical.
12. Loss or damage that is covered by Owner's insurance or other warranty.
13. Violations of local, state, or national building codes, ordinances, standards.

**Claims Procedures.**

To initiate a warranty claim you must notify FL Stucco by submitting a written claim to FL Stucco at P.O. Box 880023, Boca Raton, Florida 33488-0023. Said writing must state the date you found the defect, giving a detailed description of the defect, and stating that you are making a claim under this Warranty. Except for an emergency, do not repair or replace the claimed defect.

**OWNERS WRITTEN CLAIM MUST BE RECEIVED BY FL STUCCO PRIOR TO THE EXPIRATION OF THE LIMITED WARRANTY TERM. THERE IS NO WARRANTY COVERAGE FOR ANY CLAIM RECEIVED AFTER THIS DATE, AND FL STUCCO HAS NO OBLIGATION TO CORRECT, REPAIR, OR REPLACE ANY DEFECT REPORTED AFTER THIS DATE. THESE TIME LIMITS ARE AN IMPORTANT PART OF THE WARRANTY AND SHALL BE STRICTLY OBSERVED.**

Once your claim has been received, the following items shall be required at time of inspection.

1. Limited Warranty as completed at time of application;
2. Original certified mail receipt or e-mail return receipt as completed at time of application;
3. Proof of purchase; and
4. Copies of monthly (or more frequent) results of water chemistry analysis done by a water chemistry professional.

**Mediation.** Dispute resolution shall be by binding arbitration. The parties waive all rights to a trial by jury in the event of any dispute or court action arising from or related to this Warranty. Binding arbitration shall be the sole remedy. In the event of any dispute arising out of the subject matter of this Warranty, the prevailing party shall recover it's reasonable attorney's fees and other costs and expenses incurred in arbitration, defending, or resolving the dispute.

**Other Terms.** This limited warranty shall be governed in its enforcement, construction and interpretation by the laws of the state of Florida. This limited warranty contains the entire agreement between Owner and FL Stucco respecting the matters set forth herein and supersedes all prior agreements between Owners and FL Stucco respecting such matters. In the event that any provision of this Limited Warranty is held or determined invalid or unenforceable, for any reason, the remainder of this Limited Warranty shall remain in full force and effect and unaffected by such holding or determination. The normal rule of ambiguities being held against the drafter shall not apply to this Limited Warranty.

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