

ENDLESS POOL SPA™ LIMITED WARRANTY

Wellness Marketing Corporation (“WMC”) WARRANTS TO THE ORIGINAL PURCHASER (“you”) OF OUR SWIM SPA:

[10] TEN-YEAR STRUCTURAL WARRANTY on the acrylic shell structure.

WMC warrants the acrylic shell structure of the spa to be free from defects in materials and workmanship for ten years.

[5] FIVE-YEAR ACRYLIC SURFACE WARRANTY.

WMC warrants the acrylic surface material of the spa to be free from defects in materials and workmanship for five years.

[2] TWO YEAR PARTS.

WMC warrants the electrical components, plumbing components and the cabinets structural integrity to be free from defects in materials and workmanship for two years.

Warranty Performance

Our obligation under the warranty shall be limited to the repair or exchange (at our option) of any part or parts which may thus prove defective under normal use within the time period stated above from date of purchase by the original purchaser, and which our examination shall disclose to our satisfaction to be thus defective.

All labor costs for removal and re-installation of the defective part and all freight charges shall be paid by the purchaser and will not be reimbursed by Wellness Marketing Corporation. WMC shall not be responsible for cartage, transportation, removal and/or reinstallation labor or any other such costs relating to performance of the warranty. For the structural warranty, the customer will pay 1/96th of the current retail value of any replaced part for each month lapsed after the initial two years, until the termination of the warranty. This warranty terminates upon any transfer of ownership, or expiration of the warranty time limitation.

In order to claim this warrant, original purchaser must promptly notify our Customer Service Department in writing, at the address shown below, of the existence of the claim and then follow our written instructions regarding the procedures for remedying the defect.

Limitations

THIS WARRANTY SHALL NOT APPLY TO THIS SWIM SPA OR ANY PART THEREOF, WHICH HAS BEEN SUBJECT TO SALT CHLORINE GENERATORS, ACCIDENT, NEGLIGENCE, FREEZING, IMPROPER INSTALLATION OR OPERATION, ALTERATION, ABUSE OR MISUSE. THIS INCLUDES, BUT IS NOT LIMITED TO, FLOW RESTRICTIONS OR OBSTRUCTIONS ON ALL WATER AND HYDRAULIC SYSTEMS AND NOT MAINTAINING PROPER WATER CHEMISTRY (pH level must be maintained between 7.4 and 7.8 and total alkalinity between 80 and 120 ppm. Total dissolved solids (TDS) must be no greater than 3,000 ppm). COSMETIC DAMAGE AND MINOR SURFACE IMPERFECTIONS DO NOT APPLY TO THE FIVE-YEAR SURFACE WARRANTY.

TO THE EXTENT PERMITTED BY LAW, WMC SHALL NOT BE LIABLE FOR LOSS OF USE OF THE SPA OR OTHER INCIDENTAL OR CONSEQUENTIAL COSTS, EXPENSE, OR DAMAGES, INCLUDING BUT NOT LIMITED TO THE REMOVAL OF ANY DECK, STRUCTURE, OR CUSTOM FIXTURE OR ANY COST TO REMOVE OR REINSTALL THE SPA, IF NEEDED. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you.

We make no warranty whatsoever in respect to accessories or parts not supplied by Wellness Marketing Corporation directly. The term “original purchaser”, as used in this warranty, shall be deemed to mean the person for whom the Swim Spa was originally installed. We DO NOT warrant this machine to meet requirements of any safety code of any state, municipality, or other jurisdiction. Purchaser assumes all risk and liability whatsoever resulting from the use thereof.

All orders are FOB Aston, PA. We will NOT be liable for any costs or losses due to changes in shipping schedules, or delivery times. It is the responsibility of the Customer to supply safe and proper site preparation, installation and operation for all Endless Pool Swimming Machines. This includes, but is not limited to, adequate drainage at any pool and/or equipment site, to control humidity, to post necessary safety signage and to ensure safe and proper use of all Endless Pool Swimming Machines. Customer shall be responsible for any and all building permits, fees, licenses, and authorizations necessary to comply with local building codes or requirements. Customer takes all responsibility for site preparation including, but not limited to, any slab or foundation. Any Endless Pool product installed above grade must be placed on a properly engineered structure, which is the responsibility of the customer.

This warranty is expressly in lieu of all other warranties expressed or implied including the warranties of merchantability and fitness for use and of all other obligations or liabilities for all damages direct or consequential to person, property or business whether or not occasioned by our negligence, and we neither assume for us any other liability in connection with the sale of this Swim Spa.

In the event any portion of this warranty shall be deemed unenforceable by a court of law, the remainder of this warranty shall remain in full force and effect as if the voided portion were never included. Prepaid returns of all Endless Pool products are accepted less a 10% restocking fee, up to 30 days from the date of purchase if undamaged and in its original shipping containers. Accessories, options and equipment that have been used are non-refundable. All product returns require proper pre-authorization from our Customer Service Department and must be shipped to the address shown below.

Wellness Marketing Corporation, 1601 Dutton Mill Road, Aston, PA 19014 800-910-2714