

MODULAR ENDLESS POOLS® LIMITED WARRANTY

Wellness Marketing Corporation (d.b.a. "Endless Pools") warrants to the original purchaser of the Endless Pool or Waterwell manufactured by us to be free from defects in materials and workmanship under normal use for TWO YEARS from purchase.

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 TWO YEARS 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 Endless Pools.

In addition, Endless Pools offers a TEN-YEAR structural warranty on the steel wall panel system. If a panel should deteriorate beyond structural use in this ten-year period, we will repair or replace the panel at our option after receipt and inspection of the defective panel. The structural warranty is voided when suitable drainage is not provided, and/or panels are not properly bonded, as stipulated in the installation instructions.

Extent of Warranty

This warranty extends to the original consumer purchaser of the ENDLESS POOL and WATERWELL when purchased and originally installed within the boundaries of the United States. This warranty begins on the shipment date of your pool. This warranty terminates upon any transfer of ownership, or if the pool is installed or relocated outside of the boundaries of the United States prior to the expiration of the warranty period.

Warranty Performance

In order to claim this warranty, 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. Endless Pools shall not be responsible for cartage, transportation, removal and/or reinstallation labor or any other such costs relating to performance of the warranty. 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 Pools 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.

Limitations

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 Pools products. 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 Pools products. 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 Pools product installed above grade must be placed on a properly engineered structure, which is the responsibility of the customer.

We make no warranty whatsoever in respect to accessories or parts not supplied by Endless Pools directly. 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.

Disclaimers

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 ENDLESS POOL.

THIS WARRANTY SHALL NOT APPLY TO THIS POOL 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).

Legal Remedies

This warranty gives you specific legal rights, and you may have other rights which vary from state to state.