



LIMITED WARRANTY

Endless Pools® Fitness System Swim Machine

Watkins Wellness (“Watkins”) warrants to the original consumer purchaser (“you”) the following about your new Endless Pools® Fitness System Swim Machine when purchased from an authorized dealer/service provider (“dealer”).

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Year Endless Pools® Fitness System Swim Machine Warranty

Watkins warrants to the original purchaser of Endless Pools Fitness System Swim Machine to be free from defects in materials and workmanship for two years. Watkins obligations under this 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 year from the date of purchase by the original purchaser, and which our examination shall disclose to our satisfaction to be thus defective.

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 Machine.

This warranty shall not apply to this Swim Machine or any part thereof, which has been subject to accident, negligence, freezing, improper installation, alteration, abuse, or misuse. This includes, but is not limited, to flow restrictions or obstructions on all water and hydraulic systems and not properly bonding or maintaining proper water chemistry (pH level must be maintained between 7.2 and 7.8 and total alkalinity between 80 and 120 ppm).

Damage or staining caused by this Swim Machine to any Endless Pools Fitness System whether used singly or in combination with other machines or apparatus is not covered by this warranty.

The following applies to all of the warranties listed above:

Extent of Warranty

This warranty extends only to the original consumer purchaser of the Endless Pools Fitness System Swim Machine when purchased and originally installed within the country of purchase or, in the case of systems purchased in the European Union (“EU”), when originally installed within the EU. This warranty begins on the date of installation of the system, but in no event later than one year from the date of purchase. This warranty terminates upon any transfer of ownership, or if the system is installed or relocated outside the country of purchase or, in the case of systems purchased in the EU, if the system is installed or relocated outside the EU prior to the expiration of the warranty period. Service under this warranty does not extend the warranty period.

Warranty Performance

To make a claim under this warranty, contact the dealer where you purchased the system. In the event you are unable to obtain service from the dealer, please write Watkins at 1280 Park Center Drive, Vista, California, 92081, Attn: Customer Service Department or call +1 760 598 6464 or via e-mail, customerservice@watkinsmfg.com. You must give Watkins, and/or your dealer written notice of any warranty claim, along with a copy of your original purchase receipt indicating the date of the purchase, within thirty (30) days of the time you discover the claim. Watkins reserves the right to inspect the malfunction or defect on location.

Watkins or its Authorized Service Agent will repair any defects covered by this warranty. Except as described herein, you will not be charged for parts and/or labor necessary to repair the system for defects covered by this warranty. In some cases, the servicing dealer may charge you a repairperson travel/service charge that is not covered by this warranty. Please contact your dealer for information regarding any such charges.

Limitations

Except as described above, this warranty does not cover defects or damage due to normal wear and tear, improper installation, alteration without Watkins’ prior written consent, accident, acts of God, misuse, abuse, neglect, use of an accessory not approved by Watkins, failure to follow Watkins’ Pre-Delivery Instructions or Owner’s Manual, or repairs/installations made or attempted by anyone other than an authorized representative of Watkins. Alteration includes, but is not limited to, any component or plumbing change, or electrical conversion. Please contact your dealer for a list of manufacturer approved accessories.

This warranty does not cover industrial or commercial applications, including installations in property used for long-term or short-term rental.

Disclaimers

ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE STATUTORY PERIOD OR THE DURATION OF THE APPLICABLE WARRANTY STATED ABOVE, WHICHEVER IS SHORTER. Some states, provinces or countries (including Quebec) do not allow limitations on how long an implied warranty may last, so the above limitations may not apply to you.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS WARRANTY DOES NOT COVER INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO THE REMOVAL OF ANY DECK OR CUSTOM FIXTURE OR ANY COST TO REMOVE OR REINSTALL THE SYSTEM, IF NEEDED. Some states, provinces or countries (including Quebec) do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you.

Legal Remedies

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

