

LIMITED WARRANTY

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

2 Year Fitness System Swim Machine Warranty

Watkins warrants to the original purchaser of 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).

Watkins does not warrant this machine to meet the requirements of any safety code of any state, municipality, or other jurisdiction. Purchaser assumes all risk and liability whatsoever resulting from the use thereof, including damage or staining to any fitness systems, whether used singly or in combination with other machines or apparatus.

The following applies to all of the warranties listed above:

Extent of Warranty

This warranty extends only to the original consumer purchaser of the Fitness System Swim Machine when purchased and originally installed within the country of purchase. This warranty begins on your delivery date 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 by the original consumer purchaser prior to the expiration of the warranty period.

Warranty Performance

To make a claim under this warranty, contact your dealer. In the event you are unable to obtain service from the dealer, please contact Watkins Manufacturing Corporation, at 1280 Park Center Drive, Vista, California, 92081, Attn: Customer Service Department 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, labor or the freight costs for parts necessary to repair the system for defects covered by this warranty. In some cases, the servicing dealer may charge you a reasonable repairperson travel/service charge that is not covered by this warranty. Please contact the 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, commercial or industrial use, use of an accessory not approved by Watkins, failure to follow Watkins’ Pre-Delivery Instructions or Owner’s Manual, or repairs 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.

Disclaimers

TO THE EXTENT PERMITTED BY LAW, WATKINS SHALL NOT BE LIABLE FOR LOSS OF USE OF THE SYSTEM OR OTHER INCIDENTAL OR CONSEQUENTIAL COSTS, EXPENSES, OR 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 and countries do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you. **ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THE APPLICABLE WARRANTY STATED ABOVE.** Some states and countries do not allow limitations on how long an implied warranty may last, 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 or country to country.

