# LIMITED WARRANTY ON MODULAR ENDLESS POOLS, PLUNGE POOLS, AND SP-SERIES POOLS

Wellness Marketing Corporation ("WMC") warrants to the original purchaser ("you") all parts of the Modular Endless Pool, Plunge Pool, and SP-Series Pool ("Product") to be free from defects in material and workmanship for two (2) years from the date that the product is received by the original purchaser or their authorized representative (installation contractor, etc.). In addition, WMC warrants to you all parts of the steel wall panel system ("Panel") to be free from manufacturer defects beyond structural use for ten (10) years from the date that the product is received by the original purchaser or their authorized representative (installation contractor, etc.). This warranty is not transferable.

What We Will Do

WMC will, at its sole discretion, repair or exchange, free of charge, during the warranty period (as described above), any part on Product that proves defective in material and/or workmanship under normal installation, use and service. WMC will, at its sole discretion, repair or replace Panel after receipt and inspection of the defective panel. The structural warranty on Panel is voided when suitable drainage is not provided, and/or panels are not properly bonded, as stipulated in the installation instructions. This is your exclusive remedy.

What Is Not Covered

Any labor charges incurred by you to repair, replace, install or remove this product and all freight charges are not covered by this warranty. WMC shall not be liable for any damage to the product resulting from reasonable wear and tear, misuse (including use of the product for an unintended application), acts of God, freezing water, water pH levels outside of the range of 7.4 to 7.8, water alkalinity levels outside of the range of 80 to 120 ppm, a total dissolved solids (TDS) level that exceeds 3,000 ppm, abuse, neglect or improper or incorrectly performed installation, maintenance or repair, including failure to follow the applicable care and cleaning instructions. WMC recommends using a qualified and licensed professional for all installation and repair of the Product and Panel.

What You Must Do To Obtain Warranty Service or Replacement Parts

A warranty claim may be made and replacement parts may be obtained by notifying our Customer Service Department at poolhelp@endlesspools.com or contacting us by mail or phone as follows (please include your product name, date of original purchase and documentation of the date of receipt of the product by the original purchaser or their authorized representative (installation contractor, etc):

Wellness Marketing Corporation
1601 Dutton Mill Road
Aston, PA 19014
Attention: Warranty Service
poolhelp@endlesspools.com

The "Statement of Account" from the original purchaser must be made available to WMC for all warranty claims unless the purchaser has registered the product with WMC.

Limitation on Duration of Implied Warranties

Please note that some states/provinces (including Quebec) do not allow limitations on how long an implied warranty lasts, so the below limitations may not apply to you. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY IMPLIED WARRANTY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, IS LIMITED TO THE STATUTORY PERIOD OR THE DURATION OF THIS WARRANTY, WHICHEVER IS SHORTER.

Limitation of Special, Incidental or Consequential Damages

Please note that some states/provinces (including Quebec) do not allow the exclusion or limitation of special, incidental or consequential damages, so the below limitations and exclusions may not apply to you. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS WARRANTY DOES NOT COVER, AND WMC SHALL NOT BE LIABLE FOR, ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LABOR CHARGES TO REPAIR, REPLACE, INSTALL OR REMOVE THIS PRODUCT), WHETHER ARISING OUT OF BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, TORT, OR OTHERWISE. WMC SHALL NOT BE LIABLE FOR ANY DAMAGE TO THE PRODUCT RESULTING FROM REASONABLE WEAR AND TEAR, MISUSE (INCLUDING USE OF THE PRODUCT FOR AN UNINTENDED APPLICATION), ACTS OF GOD, FREEZING WATER, WATER PH LEVELS OUTSIDE OF THE RANGE OF 7.4 TO 7.8, WATER ALKALINITY LEVELS OUTSIDE OF THE RANGE OF 80 TO 120 PPM, A TOTAL DISSOLVED SOLIDS (TDS) LEVEL THAT EXCEEDS 3,000 PPM, USE WITH SALT CHLORINE GENERATORS, ACCIDENT, ABUSE, NEGLECT OR IMPROPER OR INCORRECTLY PERFORMED INSTALLATION, MAINTENANCE OR REPAIR, INCLUDING FAILURE TO FOLLOW THE APPLICABLE INSTALLATION, CARE AND CLEANING INSTRUCTIONS, AND FLOW RESTRICTIONS OR OBSTRUCTIONS ON ALL WATER AND HYDRAULIC SYSTEMS.

Additional Rights

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

This is WMC's exclusive written Standard Limited Warranty. WMC offers an Extended Limited Warranty on our Endless Pools that must be purchased by the original Endless Pool owner within 30 days of the Endless Pool date of purchase otherwise this Standard Limited Warranty applies.

If you have any questions or concerns regarding our warranty, please contact us as provided above.