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Endless Pools[®] Fitness System/SwimCross™ Exercise System

Watkins Wellness ("Watkins") warrants to the original consumer purchaser ("you") the following about your new Endless Pools® Fitness System or SwimCrossTM Exercise System when purchased from an authorized dealer/service provider ("dealer").



Year No Leak Shell Warranty

Watkins warrants against water loss due to defects in the Endless Pools Fitness System or SwimCross Exercise System shell for ten years.

Year Shell Surface Warranty

Watkins warrants the acrylic surface material of the Endless Pools Fitness System or SwimCross Exercise System to be free from defects in materials and workmanship for seven years. Additionally, the acrylic surface material is structurally warranted not to leak for a period of seven years. The acrylic surface material is non-permeable and will not absorb odors, bacteria or pollutants. Your spa shell is made of plastic, thermoformed material that naturally ages over time, which may result in minor cosmetic imperfections, including fading, discoloring or surface anomalies that are not covered by this warranty.



Year No Leak Plumbing Warranty

Watkins warrants the Endless Pools Fitness System or SwimCross Exercise System against leaks caused by defects in manufacturing and workmanship for five years. This warranty specifically covers leaks from the wall fittings, jet fittings, internal plumbing, internal glue joints, drains, hoses, and all bonded parts.



Year Component Warranty

Watkins warrants the electrical components, pumps, jets, air valves, levers, bezels and other Endless Pools Fitness System or SwimCross Exercise System components against defects in materials and workmanship for five years. Some parts, most of which can be changed out without the use of tools, such as filter cartridges, filter lid, and cover locks, are not included in this warranty, but are warranted to be free from defects in materials and workmanship at the time of delivery. System covers and other accessories are specifically excluded from this warranty, although they may be covered by other warranties. Please check with Endless Pools Fitness System or SwimCross Exercise System dealer for details.

Year Heater Warranty

5 Watkins unconditionally warrants the heater to be free from defects in materials and workmanship for five years. This warranty defines unconditional, with the exclusion of commercial or industrial use, and improper installation, as warranty coverage provided that the component has failed to operate properly within the system.



Year Cabinet Warranty

Watkins warrants the Endless Pools Fitness System or SwimCross Exercise System cabinet material to be free from defects in materials and workmanship for five years. This warranty specifically covers the cabinet's structural integrity (exclusive of surface stain), including the material and assembly.



Year Light Assembly Warranty

Watkins warrants the LED light assemblies, which consists of all lights within the system, including the underwater and exterior to be free from defects in materials and workmanship for two years.



Year Water Sanitation Warranty

Watkins warrants the electrical components, ozone tubing, check valve, injector, corona discharge cell and exterior housing of the corona discharge ozone purification system against defects in material and workmanship for two years. UVC light bulb is not included as part of the Water Sanitization Warranty.

The following applies to all of the warranties listed:

Extent of Warranty

This warranty extends only to the original consumer purchaser of the Endless Pools Fitness System or SwimCross Exercise System when purchased and originally installed within the country of purchase. This warranty begins on the date of installation of the spa, 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 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 your spa. In the event you are unable to obtain service from your dealer, please write Watkins at 1280 Park Center Drive, Vista, California, 92081, Attn: Customer Service Department or call (800) 999-4688 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 spa 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 your spa's 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. Notice to residents of the State of New Jersey: The provisions of this warranty, including its limitations, are intended to apply to the fullest extent permitted by the laws of the State of New Jersey.

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 SPA, 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. This warranty is not transferable.

