

Endless Pools Online Ordering Terms and Conditions of Sale:

Please Read Carefully: Unless the context clearly requires otherwise, as used in the Terms and Conditions of Sale, the terms "Endless Pools", "our", "we", "us", and the like mean and refer to Wellness Marketing Corporation dba Endless Pools and its subsidiaries, if applicable, and the terms "your", "you", and the like mean and refer to the Customer/Reseller.

1. Terms and Conditions:

Any terms and conditions are limited to those contained in these Terms and Conditions of Sale. By clicking "Submit Order", you are agreeing to the terms contained herein. If you are accepting these terms on behalf of another person, or a company or other legal entity, you represent and warrant that you have full authority to bind that person, company or legal entity to these terms. A binding agreement between the customer and Endless Pools is realized through these Terms and Conditions of Sale. Endless Pools reserves the right to change the Terms and Conditions of Sale without prior notice. The Terms and Conditions of Sale that are posted at the time the customer submits their order are the terms and conditions that will govern the order in question. These Terms and Conditions of Sale constitute the full and entire agreement between the customer and Endless Pools pertaining to this sale.

2. Limitation of Liability:

Swimming Machine warranties are available in the respective Owner's Manual and on our Website.

All orders are FOB from the manufacturing facility. Wellness Marketing Corporation 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 Swimming Machines and other products, which includes, but is not limited to, providing adequate drainage at any pool and/or equipment site, controlling humidity, posting necessary safety signage and ensuring safe and proper use of all Endless Pools Swimming Machines. Endless Pools shall not be responsible for any permits, fees, licenses, and authorizations necessary to comply with local or state codes or requirements. Endless Pools takes no responsibility for any site preparation, including, but not limited to, preparing any slab or foundation. Any Endless Pools product installed above grade must be placed on a properly engineered structure.

3. Payments

Upon clicking "Submit Order", all payments become nonrefundable and non-cancellable. You have a 3-day right to rescind. Any changes to your order after this 3 day period will result in a \$500.00 change fee. Customer is solely responsible for all shipping costs, including any cost for returned product.

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

5. International Shipments

For shipments made to destinations outside of the United States, the customer is solely responsible for any applicable VAT, Excise, Customs or Import Taxes.

6. Disputes

Any disputes arising under these Terms and Conditions of Sale must be submitted to binding arbitration before a JAMS arbitrator in Philadelphia, Pennsylvania. The party in whose favor a judgment is rendered in arbitration shall be reimbursed for its legal fees and costs by the other party, in addition to any other damages awarded by the arbitrator.