

## TERMS AND CONDITIONS

### Limited Warranty

#### Extent of Warranty

1-year pool structure components.

Your pool or spas, pump, motor and heating element are warranted for a period of 1 yr from date of purchase against malfunctions in materials of workmanship. Items not covered include; Filter and cartridges, light lenses, light bulbs, ionizer anode, skimmer, fittings and pool or spa covers. They are warranted to be free from defects in material and workmanship at the time of the original delivery.

Pool and Spa liners are warranted by the manufacture for workmanship only. See included manufactures warranty for details.

Liners are installed under vacuum pressure; a defective liner will not hold a vacuum and will leak prior to filling the pool or spa. Liner seams shall be verified by the purchaser prior to water fill up. The warranty for all liners is given by the manufacture of the liner not Sunwest Pools LLC.

This warranty is given to the original purchaser and terminates upon transfer of ownership.

Commercial applications are excluded from all warranty coverage.

Wood panels and wood coping are not warranted against cracking, checking, splitting, paint fading paint chipping or rot. The purchaser is responsible to care for wood products as outlined in the owner's manual.

### Obligations of Purchaser

The purchaser must establish, by dated sales slip, invoice, installation receipt and/or limited vinyl liner warranty certificate in order for this warranty to be effective. Claims for damaged goods must be made with-in five (5) days of receipt. To file a claim contact Sunwest Pools LLC at 1-702-362-3449. You are required to keep all of the original packaging and padding with the shipping label intact. UPS will arrange to inspect your damage claim. Metal and plastic parts with small corner shipping damage are exempt from shipping claims. These parts are usually under other assemblies and are either buried or hidden. The transportation costs to the manufacturer or authorized service center is the responsibility of the purchaser. All costs for the removal or re installation of parts are the responsibility of the purchaser. Return transportation costs are the responsibility of the purchaser for repaired or replacement parts.

### Limitations & Exclusions

This warranty is a limited warranty. It covers the Sunwest Pool or Spa wall structure for the period stated. Sunwest Pools LLC liability shall not exceed the purchase price of the goods.

### Acts Invalidating Warranty

This warranty is void if the Sunwest Pool or Spa wall has been altered, misused, abused or installed improperly. Other acts that will void the warranty are operating the spa or pool without water or improper water level, improper chemical maintenance, damage from ice or freezing, low voltage or excess voltage. This warranty is governed by and construed in accordance with the laws of Nevada.

### Warranty Performance

Upon Proof of purchase, Sunwest Pools LLC, or its designated service representative will correct the defect subject to the terms and conditions of this warranty. To arrange warranty service call: 1-702-362-3449 or write Sunwest Pools LLC- 4009 Camas Ct.- Las Vegas, NV 89103 Note: Liners, and Pool Covers are warranted by the manufacture contact them directly for warranty.

### Returns

Returns on new and unopened merchandise only. Return Merchandise Authority #'s are required on all returned merchandise. Returns for refund must be within 15 days of purchase. Original shipping and handling charges are not refundable. Inactive orders older than one year become null and void and all payments and/or deposits to Sunwest Pools LLC are forfeited. There will be a 30% restocking fee on all returns after an RMA # has been issued. No returns will be accepted without RMA Numbers. Freight must be prepaid to Las Vegas, NV. No returns will be accepted freight collect. No Returns will be accepted for pool liners, pool covers, starter kits or optional shape pool wall kits. No refunds will be given on pool liner design labor, value \$275.00. No returns will be accepted on pool assembly software, value \$375.00. No refunds will be given for layout and assembly sheet drawing labor, value \$125.00.

### Specific Performance

The parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either party may initiate negotiations by providing written notice in letter form to the other party, setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within five days with a statement of its position on and recommended solution to the dispute. If the dispute is not resolved by this exchange of correspondence, then representatives of each party with full settlement authority will meet at a mutually agreeable time and place within ten days of the date of the initial notice in order to exchange relevant information and perspectives, and to attempt to resolve the dispute. If the dispute is not resolved by these negotiations, the matter will be submitted to JAMS mediators and arbitrators, or its successor, for mediation.

Except as provided herein, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Agreement may be commenced until the matter has been submitted to JAMS, or its successor, for mediation. Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS' panel of neutrals, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator and any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may seek equitable relief prior to the mediation to preserve the status quo pending the completion of that process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, or 45 days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire. The provisions of this Clause may be enforced by a Court. All legal proceedings shall take place in accordance with the laws of Nevada. Legal jurisdiction and proceedings shall take place in Clark County, Nevada. The party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorney's fees, to be paid by the party against whom enforcement is ordered.

**EXCEPT AS SET FORTH IN THIS ENTIRE WARRANTY, SUNWEST POOLS LLC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. UNDER NO CIRCUMSTANCES SHALL SUNWEST POOLS LLC BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE.**