



**LIMITED POOL WARRANTY**

1. This Pool Warranty (“Warranty”) is made effective on the date of the last of the Parties to sign this Warranty (the “Effective Date”) by and between MATHEWS FAMILY ENTERPRISES LLC, a California limited liability company doing business as AQUA PERFECTION (“Company”) and the person or entity identified as “Customer” on the signature page of this Warranty (“Customer”).
2. This Warranty covers only the products listed below owned by the Customer and each of item’s component parts (the “Product” or “Products”):

\_\_\_\_\_ Serial No. \_\_\_\_\_

\_\_\_\_\_ Serial No. \_\_\_\_\_

\_\_\_\_\_ Serial No. \_\_\_\_\_

\_\_\_\_\_ Serial No. \_\_\_\_\_

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\_\_\_\_\_ Serial No. \_\_\_\_\_

**SAMPLE**

3. This Warranty shall only include the Products listed herein and no other items owned by the Customer or serviced by the Company. This Warranty shall not include any damages caused by Customer or any of Customer’s invitees where the pool is located (whether directly or indirectly) and shall only apply to normal wear and tear of the Products. As it relates to an Intellichem system Product, this Warranty covers damage to a pump in that system, however this Warranty shall not apply to any damage caused by a leak or leaking hose including damage to concrete. The Warranty covers only the items indicated in Paragraph 2, above, and shall specifically not include, but is not limited to, the following items:

\_\_\_\_\_ Serial No. \_\_\_\_\_

\_\_\_\_\_ Serial No. \_\_\_\_\_

\_\_\_\_\_ Serial No. \_\_\_\_\_

4. In addition to the manufacturer’s warranty (which shall supersede this Warranty in the event the manufacturer’s warranty covers damage to a Product), Company warrants that the Products will be free from defects in workmanship and materials for a period of one (1) year (the “Term”). The one (1) year Term shall commence on the Effective Date of this Warranty and terminate one (1) year from the Effective Date, or at such earlier date on which this Warranty may be cancelled or terminated pursuant to any of the provisions of this Warranty. This

Warranty may be renewed by Customer for successive one (1) year terms which shall commence annually on the Effective Date, provided, however that the additional term shall only be effective if payment is received in advance of the expiration of the current term (successive Terms also a “Term”). Customer may terminate and cancel this Warranty, and all payments due hereunder, upon providing thirty (30) calendar days’ advance written notice to Company; provided, however, that if the Warranty is paid in full, no refunds will be provided to the Customer.

5. As consideration for this Warranty, Customer agrees to pay Company on either a monthly basis or annual basis in the amounts as follows:
  - Annual Payment of \$495.00 due and payable on the Effective Date.
  - Monthly Payments of \$49.00 due and payable on the Effective Date in advance of each month without further notice or demand by Company.
6. This Warranty shall only apply to the Products indicated herein, and shall not apply to any other products, parts, equipment, services, or otherwise, unless expressly indicated herein. Specifically, and without limitation, this Warranty shall not apply to any defect resulting or arising from the negligence of the Customer, including, but not limited to, a pump running dry due to the Customer allowing the water level in the Customer’s pool to reach a low level. This Warranty shall also not apply to damages, failures, or reduction of performance of any Products, parts, or equipment caused by substitution or addition of equipment not designed, installed, or expressly authorized by Company. This Warranty shall also specifically not cover any damage to the structure of Customer’s pool, or the Customer’s decking, concrete, or other platforms and structures surrounding the Customer’s pool. The coverage of this Warranty shall be determined in the Company’s reasonable discretion.
7. This Warranty shall not apply to any services, and more specifically services relating to the following items: filter cleans or cartridge, sand, or DE replacements, chemicals, conditioners, algicides, Pool R~~emedy~~ pool service, intentional damage or negligence, fire, acts of God, acid or chlorine washes, replaster or tile repair, leak repair, leak detection, subterranean plumbing or pool equipment, pool covers and associated equipment, pool fencing, deck repairs of any kind, pool popping, pool solar systems, or vinyl liner installation or repairs.
8. In the event of a defect, malfunction, or other failure of a Product not caused by any misuse or damage to the Product while in the Customer’s possession, the Company will remedy the failure or defect, without charge to you, up to the maximum coverage limit as specified in this Warranty. The remedy will consist of repair or replacement of the Product or Products. However, the Company will only provide a replacement if it is unable to repair the Product and determines that repair of the Product is not commercially practicable or cannot be accomplished. Any repaired or replaced Product shall also remain subject to the original one (1) year warranty from the Effective Date, or any subsequent term, and any repair or replacement shall not extend the original warranty period or start a new warranty period.

9. The maximum coverage by Company under this Warranty shall not exceed two thousand dollars (\$2,000.00) for all parts and labor associated with the repair or replacement of the Products under this Warranty. This maximum coverage shall include the fair market retail value of any replacement parts or Products as determined by the prices then-published by Company for such Products, and all labor expenses expended by Company relating to the installation or repair, which shall be determined by the then-going rate of labor Company offers for the same or similar services to other customers. If costs (including labor and parts) exceed two thousand dollars (\$2,000.00), then Customer shall be responsible for the costs and expenses in excess of the maximum coverage. The two-thousand-dollar (\$2,000.00) maximum shall be applied collectively to the Products covered by this Warranty for each Term, and in no event shall Company be responsible for repairs or replacement of any Products once the maximum coverage amount has been met.

10. **THIS WARRANTY IS MADE ON THE EXPRESS UNDERSTANDING THAT THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY, THAT THE GOODS SHALL BE MERCHANTABLE, OR AN IMPLIED WARRANTY THAT THE GOODS SHALL BE FIT FOR ANY PARTICULAR PURPOSE. THIS WARRANTY IS MADE ON THE EXPRESS UNDERSTANDING THAT THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES UNDER WHICH THE CUSTOMER MAY MAKE A CLAIM REGARDING THE PRODUCTS OR SERVICES OF COMPANY. THE CUSTOMER ACKNOWLEDGES THAT HE/SHE IS NOT RELYING ON THE COMPANY'S (OR REPRESENTATIVE OF THE COMPANY'S) SKILL OR JUDGMENT TO SELECT OR FURNISH PARTS AND PRODUCTS SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS WARRANTY.** This Warranty constitutes the entire agreement by and between the parties, and any other prior written and oral representations or agreements are deemed merged into this Warranty. This Warranty may only be amended by express written consent of both Company and Customer.

11. **FOR BREACH OF ANY WRITTEN OR IMPLIED WARRANTY ON THE PRODUCTS YOU ARE LIMITED TO THE FOLLOWING DAMAGES:** In the event of a breach of Warranty, the Customer shall only be entitled to liquidated damages in the maximum amount of the sum already paid to the Company under this Warranty, which shall in no event exceed the payments of the prior twelve (12) months or one (1) annual payment. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY (INCLUDING ITS MEMBERS, OFFICERS, MANAGERS, EMPLOYEES, AND REPRESENTATIVES) SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INJURY, DAMAGES, LIABILITIES, EXPENSES, AND/OR CAUSES OF ACTION FOR PUNITIVE, CONSEQUENTIAL, EXEMPLARY, AND OTHER DAMAGES.** Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. The remedies contained within this Paragraph 8 shall be the exclusive remedies of the Customer. Further, all actions by either Customer or Company against the other must be commenced within one (1) year of the later of the date the action accrues or one (1) year of the termination of the Warranty. **BY**

**CUSTOMER'S INITIALS BELOW, CUSTOMER IS EXPRESSLY AGREEING TO THE LIMITATION OF DAMAGES IN THIS SECTION 11.**

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Customer Initials

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Customer Initials

12. All disputes arising out of or relating to this Warranty, including the interpretation hereof, shall be settled by arbitration in Sacramento, California, by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The arbitrator's award shall be final, and judgment may be entered upon it by any court having jurisdiction thereof. All costs of the arbitration and the fees of the arbitrators shall be allocated between the parties as determined by the arbitrators; provided, however, that the prevailing party shall be awarded attorney's fees and costs. **BY CUSTOMER'S INITIALS BELOW, CUSTOMER IS EXPRESSLY AGREEING TO ARBITRATION AS THE SOLE DISPUTE RESOLUTION METHOD REGARDING DISPUTES ARISING OUT OF THIS WARRANTY, AND THAT CUSTOMER SHALL NOT HAVE THE RIGHT TO A TRIAL BY JUDGE OR JURY.**

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13. If any manufacturer warranty applies to a Product, Company and Customer shall, to the extent possible, first apply, utilize, and exhaust the benefits of the manufacturer warranty. In no event shall this Warranty supersede a manufacturer's warranty and no application of this Warranty shall occur until after all manufacturer's warranties have expired or been exhausted for all covered Products.
14. The Magnuson-Moss warranty Act shall not apply to this Warranty as the written Warranty is not a part of the basis of the bargain (sale of products) between the Customer and Company, as the Warranty applies to current Products already installed in Customer's pool prior to the Effective Date, as well as products that Company may purchase after the Effective Date under this Warranty as applicable.
15. This Warranty extends to the *original* purchaser of the Products (i.e. not applicable to resale of products or subsequent homeowners where the pool is located) and the homeowner(s) where the pool is located, and to each transferee owner of the Product during the Term of the Warranty. Any transfer of this Warranty shall be authorized in writing by Company prior to such transfer, and all transfers in violation of this Section 15 are void. Any transfer of this Warranty only entitles the new homeowner coverage for the remainder of the original one (1)-year warranty term and does not create a new Term or extend an existing Term.
16. To obtain performance of any obligation under this warranty, Customer must notify Company in writing at the address below of any defect in workmanship, Products, materials, or parts within a reasonable amount of time, which shall in no event exceed fifteen (15) calendar days

from the date of the defect (as determined in Company's sole and absolute discretion if unknown). Upon receipt of the written notice from Customer, Company shall, within a reasonable amount of time, assess the Products to determine if there is a valid claim under the Warranty. The assessment by Company shall be conducted for a service fee of seventy-five dollars (\$75.00) which shall be paid prior to the assessment and in addition to any payments under this Warranty. Customer shall strictly adhere to the procedure in this Section, or the Warranty shall not apply.

17. If Company shall, without fault, be delayed or prevented from the performance of any act required by this Warranty by reason of acts of God, strikes, lockouts, labor troubles, war, terrorism, pandemic (excluding the COVID-19 pandemic), shelter-in-place or similar governmental orders (federal, state, county, or municipal), or inability to procure materials, equipment, or parts, the obligation so affected under this Warranty shall be excused for a period equal to the period of such delay. In the event of a force majeure event such party shall proceed with all diligence to complete the performance of the act upon the cessation of the force majeure event.
18. This Warranty shall be governed by California law, United States, without reference to rules regarding conflicts of law. The California State Superior Court located in Sacramento County, California, shall have exclusive jurisdiction over disputes between the parties, and the parties hereby consent to the jurisdiction and venue in Sacramento County, California.
19. If any term or provision of this Warranty or the application thereof to any person or circumstance, shall to any extent be found to be invalid, void, or unenforceable, the remaining provisions of this Warranty and any application thereof shall, nevertheless, continue in full force and effect without being impaired or invalidated in any way. The parties agree to replace the invalid, void, or unenforceable term or provision with a term or provision that provides Company the maximum protections under applicable law.
20. No waiver of any term, provision, or condition of this Warranty, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or be construed as a further or continuing waiver of any such term, provision, or condition or as a waiver of any other term, provision, or condition of this Warranty.
21. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.
22. The words "execution," "execute," "signed," "signature," and words of like import in or related to this Warranty shall be deemed to include electronic signatures, which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper. Customer and Company specifically agree that this Warranty may be electronically signed under the California E-SIGN Act, the Federal Electronic Signatures in Global and National Commerce Act, or any other similar state or federal laws based on the Uniform Electronic Transactions Act.

**COMPANY:**

\_\_\_\_\_  
By: Brian Mathews  
Its: Member

Date: \_\_\_\_\_

Company Notices to be sent to:

MATHEWS FAMILY ENTERPRISES LLC  
3987 MISSOURI FLAT RD., STE. 340-356  
PLACERVILLE, CA 95667  
Phone: (530) 377-9550

**CUSTOMER:**

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Customer Notices to be sent to

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**SAMPLE**