

LIMITED WARRANTY

SUTERA Canada, Inc. ("SUTERA") warrants that the SUTERA product to be free from defects in material and workmanship under normal use.

WARRANTY PERIOD

The warranty period for the lid, frame and lifting bag components is for two (2) years, twenty (20) years for the main well and one (1) year for painted surfaces, effective from the date of delivery. In no event shall the warranty period for any SUTERA product, included repaired or replaced parts, extend beyond the original warranty period. There is no expressed warranty for the lifting bag.

WARRANTY DETAILS

If a product defect covered within this warranty is identified, the purchaser shall notify SUTERA in writing within five (5) business days. SUTERA shall, at its sole discretion, have the option of repair or replace the relevant part using new or refurbished components free of charge. The defective parts which have been replaced shall be made available to SUTERA and shall be the property of SUTERA.

EXCLUSIONS

This warranty covers defects in manufacturing discovered while using the product as recommended by SUTERA. This warranty does not cover loss or theft, nor does coverage extend to damage caused by misuse, abuse, fire, unauthorized modification, improper storage conditions, lightening, natural disasters and are subject to normal wear and tear. This warranty does not cover defects which are insignificant to the use of the SUTERA product, such as repair of superficial scratches.

LIMITS OF LIABILITY

Should the SUTERA product fail, the purchaser's sole recourse shall be repair or replacement, as described in the preceding paragraphs. The obligations of SUTERA have been restricted to these warranty terms and conditions and the warranty thus does not cover losses incurred as a result of damage to other property or persons. In no event will SUTERA be liable for more than the amount of your purchase price, excluding tax, shipping and handling charges. SUTERA disclaims any other warranties, express or implied. By installing or using the SUTERA product, the purchaser accepts all terms described herein.

WARRANTY CLAIM PROCESS

Contact SUTERA using one of the following methods:

SUTERA Canada Inc. 700 Rupert Street Waterloo, ON, N2V 2B5 CANADA

Tel: 800-203-2751

Email: contact@sutera-inground.com

Return shipping costs to be paid for by the purchaser of the damaged SUTERA Unit. If the purchaser has provided notice of a defect and no defect is found for which SUTERA is liable, SUTERA shall be entitled to compensation for the costs it has incurred as a result of the notice of the defect.