

Contract for Sale of KenMark Pool/Spa Lift

This agreement made and entered into this day, by and between KenMark Lift Systems, LLC, an Ohio Company, herein referred to as "Manufacturer" and _____ whose address is

_____ state _____ zip _____ "Buyer".

Buyer agrees to pay to Seller upon the signing of this contract, the balance of \$_____.00. The Pool Lift and or Spa Lift system is to be delivered to _____, state _____ zip _____ on or before the ____ day of _____, 20____.

Model:	Spa/Pool ADA #450	Pool ELEVATOR ADA #550	Pool ELEVATOR ADA #550T
Unit Price	\$_____.	\$_____.	\$_____.
Number of Units	x _____	x _____	x _____
Tax: (Ohio only) 6.5%	\$_____.	\$_____.	\$_____.
Total:	\$_____.	\$_____.	\$_____.
Total due before delivery:	\$_____.	\$_____.	\$_____.

Buyer assumes responsibility for the Spa/Pool Lift when delivered to the Buyer's address listed above.

Buyer Signature

KenMark Lift Systems, LLC.
Sales Representative

Company

Date

(_____) _____
Phone

email address

Ken Mark Lift Systems, LLC

Date

Payment Information;

Master/Visa/Amex/Paypal (circle one) number _____ Code _____ exp date _____ Check # _____
(please fax copy)

Warranty

Seller warrants that your KenMark pool lift or spa lift is free from manufacturer's defects which are not caused by normal wear or operators misuse of mistreatment, as long as Buyer owns the equipment. Manufacturer agrees to provide Buyer with replacement parts free of charge, less shipping and handling, as long as Buyer owns the equipment, excluding the skimmer hose, paint and/or the mat. This pool lift/Spa lift Warranty is void if the equipment is altered in any manner, or if the pool lift/ or spa lift are not maintained according to equipment specifications as demonstrated by returning to KenMark, every six months, a "Warranty Validation" postcard, which is included in the original shipping box. All other warranties whether expressed or implied, are waived including but not limited to, fitness for particular purpose. Buyer's sole remedy is replacement of defective parts. Manufacturer has the right, at Manufacturer's option and expense, without notice, to make alterations to the equipment. Manufacturer agrees to indemnify Buyer, including reasonable legal cost, from any and all actions arising from any manufactures defects of the equipment. Buyer shall indemnify Manufacturer, including reasonable legal costs, from any and all misuse of the purchased equipment. Buyer will indemnify and hold harmless Manufacturer from all damages to persons and property resulting from the misuse or unsafe use, including the lack of proper signage on the equipment. Buyer agrees to binding arbitration with the American Arbitration Association in Cincinnati, Ohio for any and all disputes arising from this agreement. All courts of jurisdiction will be bound by said Arbitor's decision. This agreement is to be interpreted under the laws of the State of Ohio and is binding on all parties, their heirs and assigns.

Return Policy

Every attempt has been made to fit the pool lift/spa lift with the customer's needs. Customer will get an instructional DVD prior to delivery which covers; a) unit placement and appropriateness, b) installation, c) skimmer basket connection. The Customer has an opportunity at any time before shipping to reverse the order. Buyer agrees to accept a bank check for refund within 10 business days, indifferent to purchase payment method. Customer agrees to inspect the contents of the package within 5 days of delivery. If there are Manufacturer's defects or damage in shipping, Customer must inform KenMark of same before installation. KenMark will ship to Customer at KenMark's cost, replacement parts that are damaged. Notwithstanding the above agreement, the customer has 30 days, from the date of receipt, to return the equipment at Customer's expense, to KenMark Lift Systems, LLC, at 4471 Olive Branch Stonelick Rd. Batavia, Ohio 45103.