

# FLASH Sale Warranty

## WARRANTY OVERVIEW

This Limited Warranty applies to all hot tubs and spas sold through our online Flash Sales and supersedes any manufacturer warranties that may otherwise be included with the original product. While we may offer products from a variety of brands, the terms outlined in this warranty represent the full and final warranty coverage provided to the purchaser. Manufacturer warranties are not applicable unless specifically stated in writing at the time of purchase. By purchasing a spa through our online Flash Sale, you acknowledge and agree to the terms and conditions of this Limited Warranty in full.

## SHELL STRUCTURE-5 YEAR WARRANTY

Seller warrants its spas to be structurally sound and capable of holding water only, and against loss of water through the fiberglass laminate of the spa shell caused by defects in materials and/or workmanship for a period of FIVE YEARS from the original date of purchase, as long as the spa is owned by the original purchaser. Upon inspection, the Seller may, at its option, choose to return the spa to the factory for repair or shell replacement. If a return to the factory is required, removal/return of the defective spa to the factory and delivery/re-installation of the replacement spa will be the responsibility of the spa owner.

## SURFACE FINISH-3 YEAR WARRANTY

Seller warrants the interior surface finish of its spas to be free from blistering and cracking due to defects in the acrylic surface material for a period of THREE YEARS from the original date of purchase, as long as the spa is owned by the original purchaser. This surface finish warranty does not apply to discoloration or fading. Further, this Limited Warranty does not apply if a failure is caused by or contributed to by any of the following: improper installation, improper use of chemicals, improper introduction of foreign substances into the water, etc. and/or failure to adequately protect the surface from exposure to the sun/elements and extreme temperatures. In the event of a defect, the acrylic surface repair is further limited to only the defective portion of the surface and the repair is not guaranteed against discoloration or fading. The acrylic surface is a finish and is not part of the fiberglass structure. If a return to the factory is required,

removal/return of the defective spa to the factory and delivery/re- installation of the replacement spa will be the responsibility of the spa owner.

## COMPONENT- 5 YEAR WARRANTY

Seller warrants the electrical equipment components - specifically the control system (pack and topside), pumps, heaters, air blowers, and plumbing - against malfunction or defects in materials and/or workmanship for a period of FIVE (5) YEARS from the original date of purchase, to the original owner only. The parts warranty is transferable to subsequent owners; labor coverage is limited to the original purchaser for the first 90 days. Years two (2) through five (5) are prorated to 50% of the replacement cost of components. This Limited Warranty does not apply if failure is caused by or contributed to by improper wiring, use of extension cords, unauthorized modifications, or failure to meet manufacturer installation guidelines. Warranty claim procedures are available through the Seller upon request.

## PLUMBING- 2 YEAR WARRANTY

Seller warrants all plumbing parts to be free from defects in material and/or workmanship for a period of TWO YEARS from the original date of purchase, as long as the spa is owned by the original purchaser. Further, this Limited Warranty specifically covers plumbing lines, jet fittings, internal connections, freeze protection drains, and all bonded parts, including the filter compartment and light lens.

## OTHER- 1 YEAR WARRANTY

Covers are warranted against defects in workmanship and materials for ONE (1) YEAR. This warranty does not apply to cracking, breaking, or waterlogging of the inner foam cores. Ancillary electrical systems (e.g., audio units, remotes, power supplies, speakers, ozone systems, LED controllers) and mechanical components (e.g., diverters, air controls, and jets) are also covered for ONE (1) YEAR. Jet damage caused by chemical imbalance is not covered. Replaceable service items and including light bulbs, fuses, pillows, panels, and skirting, are only warranted against defects present at the time of delivery. No labor warranty applies to jet internal replacement.

## LIMITED WARRANTY 4-PRO SERIES

### Performance I General

In the event of any defect covered by this Limited Warranty, Seller will correct such defect subject to the terms and conditions contained in this Limited Warranty. The homeowner is responsible for providing full access to all areas of the

spa for warranty service. If Seller determines that a field repair of the covered defect is not feasible, we reserve the right to return the spa to the factory, for repair or replacement with a spa equal in value to the original purchase price of the defective spa. If a return to the factory is required, removal/return of the defective spa and delivery/re-installation of the replacement spa will be the responsibility of the spa owner. The replacement spa warranty will be equal to the balance, if any, remaining on the original spa. The spa owner assumes all liability for any repair work performed by themselves or third-party service providers. To obtain service, notify Seller as soon as possible and use all reasonable means to protect the spa from further damage.

Seller warrants products manufactured and sold by them against defects in material and/or workmanship under normal usage and care for the periods stated from the date of the original purchase. This Limited Warranty shall extend only to the original retail purchaser (excluding components) and is not assignable to any other person. For application of the product warranty, return any defective parts to the Seller if requested. Seller's obligation under the aforesaid warranty is expressly limited to repairing or replacing, at Seller's option, such products or parts thereof which are returned to Seller once full payment of the owner's portion of the warranty cost has been received by Seller.

#### Exclusions

This Limited Warranty becomes void if the spa is damaged by ground movements, accident, negligence, civil disturbance, Acts of God; if it has been subjected to alteration, neglect, misuse or abuse; if it has been installed and/or used in a commercial application; or by other causes beyond the control of Seller. Neglect, misuse and abuse include any installation, operation or maintenance of the spa other than in accordance with the owner's manual. Relocating the spa from its original installation address voids all warranty coverage except for the Component warranty, which remains subject to the original terms. Jet damage caused by improper water chemistry will not be covered. Damage resulting from failure to properly winterize the spa prior to freezing weather, or failure to properly winterize the spa after a

component failure, is not covered under this Limited Warranty. All labor outside of the initial 90 days (if applicable) is the customer's responsibility. This Limited Warranty does not provide coverage for the insulating cover or any item attached to or installed on the spa AFTER the date of manufacture.

#### Disclaimer

Seller and/or representatives are not agents, and no agent, dealer, representative, salesperson or other person is authorized to change, modify, expand or extend this Limited Warranty or anything contained herein or to bind Seller in any other manner. Under no circumstances shall Seller or any of its authorized representatives be held liable for injury or damage to any person or property for any claims, regardless of the manner in which such claims arise. Terms and conditions of this warranty supersede all previously published information.

#### Legal Rights

You may also have other rights, which may vary from province to province, in addition to the specific rights given to you here under.

**PLEASE READ THIS LIMITED WARRANTY CAREFULLY TO KNOW YOUR RIGHTS AND YOUR WARRANTY EXPECTATIONS AND LIMITATIONS.**