# Luxury Spas USA Warranty

This warranty covers all Luxury Spas USA branded hot tubs which are purchased directly from Luxury Spas USA Ltd. This warranty certificate is non-transferable.

# Shell Warranty - 10 years

Luxury Spas USA warrant the shell against water loss to the customer arising from structural failure for a period of 10 years. Luxury Spas USA warrants the acrylic shell surface against water loss arising from defects in materials, including cracks, blisters, peeling and delamination for a period of 5 years. The warranty coverage includes all parts and labor necessary for repair.

# **Electrical Equipment and Plumbing - 2 years**

Luxury Spas USA warrant all major spa components – specifically, the pumps, the heater and the control system – against malfunction arising from defects in materials and workmanship, for a period of 2 years. The electrical equipment and plumbing warranty covers the parts only necessary for repair. Labor is not covered under the major spa component warranty. Water leaks from pump and plumbing unions are not included under the warranty coverage.

## Spa Components - 2 years

Luxury Spas USA warrant all other spa components, including but not limited to LED lights, fuses, topside control unit, diverter caps, cover clips, and jet inserts against malfunction arising from defects in material and workmanship for a period of 2 years to the customer. Includes only parts necessary for repair. Labor costs are not included.

## Spa Cover Warranty

Luxury Spas USA warrant the spa cover to be free from defects in material for 30 days from the date of delivery as they are open to elements and/or chemical damage.

# Warranty Terms

All warranties apply to the original customer, at the original address that the spa was installed. Your limited warranty does not include the cost of shipping parts back to Luxury Spas USA, or to an authorized repair center. This warranty does not include costs incurred using non-authorized repair centers. Customers must have written consent from Luxury Spas USA before proceeding with any repair that is to be reimbursed by Luxury Spas USA. In all cases, Luxury Spas USA has sole responsibility for determining the cause and nature of a fault. Luxury Spas USA reserve the right to provide a replacement spa of equivalent value if we deem it to be necessary. In such a circumstance, the customer shall be responsible for the cost of moving and installing the new spa into position.

#### Performance

The Customer must report any discovered fault to Luxury Spas USA within 10 business days. A Luxury Spas technical representative will then diagnose the issue over the telephone and may suggest possible solutions for the customer to attempt. If after these suggestions fail to resolve the issue, Luxury Spas will then arrange for a repair technician to visit the site. If the repair technician is sent out and discovers there is no issue, or the issue is not manufacturing related, then customer will be responsible for the service call. If a manufacturing related issue is discovered there is no charge for the technician visit. If the technician determines that any fault is not covered under this warranty, the customer is solely responsible for the cost of any parts and or labor charges.

## **Additional Warranties**

The spa cover, steps, light bulbs, headrests, skirt and filter are warranted to be free of defects in workmanship or materials for thirty (30) days from the date of delivery. All other factory-installed components, including but not limited to the cabinet, frame, LED light system, stereo and related components, speakers, skimmer, and jets, are warranted against malfunction due to defects in workmanship or materials for one year from the date of purchase.

# Exclusions

This Limited Warranty is void if Luxury Spas or its designated representative determines that the spa has been subjected to alteration, neglect, misuse or abuse, or freight damage caused by the common carrier; or if the failure is caused by accident, acts of God or other causes beyond the control of Luxury Spas. Neglect, misuse and abuse include any installation, operation or maintenance of the spa other than in accordance with the instructions contained in the owner's manual provided with the spa, including but not limited to the failure to maintain proper water chemistry and chemical balance and the use of abrasive or improper cleaners. This Limited Warranty does not provide coverage for any item attached to or installed on the spa after the date of sale or for gaining access to any component for repair or replacement. Spa units used in a commercial application are excluded from any coverage whatsoever.

Damage to headrest pillows reported beyond the day of delivery will not be covered under warranty. Headrest pillows are to be removed from the spa when not in use.

Warranty service will be provided only if the original invoice or sales receipt is presented with the defective product within the guarantee period. We may refuse free-of-charge guarantee service if these documents are not presented or if they are incomplete or illegible.

## Disclaimers

Except as specifically provided by the law, Luxury Spas and its representatives shall not be liable for any injury, loss, cost or other damage, whether incidental or consequential,

arising out of any defect covered by this Limited Warranty, including, without limitation, loss of use of the spa and cost for removal of defective product, even if Luxury Spas has been advised of the possibility of such damage. The liability of Luxury Spas under this Limited Warranty, if any, shall not exceed the original amount paid for the defective product. Coverage under this Limited Warranty shall commence as of the original date of purchase and the duration of such coverage shall not extend for any reason whatsoever beyond the stated time periods. These disclaimers shall be equally applicable to any service provided by Luxury Spas USA and its representative.