

# **Acrylic Spa Limited Warranty**

AquaLife Spas (the "Manufacturer") warrant to the original retail consumer purchaser ("consumer/you") the following about your new AquaLife Spas acrylic portable spa ("the spa") when purchased from an authorized retailer and installed for residential use. This warranty begins on the date of the delivery of the spa to the original consumer ship-to address. This warranty applies to all AquaLife Spas acrylic portable spas manufactured on or after February 6, 2023.

## Acrylic Surface: 5 years parts & labor

The Manufacturer warrants that the integrity of the spa's acrylic surface material will not blister or delaminate as a result of defects in material or workmanship for a period of 5 years.

# Acrylic Shell: 5 years parts & labor

The Manufacturer warrants the integrity of the spa's shell against water loss through the spa shell as a result of defects in material or workmanship for a period of 5 years.

### Spa Cabinet: 5 years parts & labor

The Manufacturer warrants that the integrity of the spa's cabinet structure will not rot, crack, or peel as a result of defects in material or workmanship for a period of 5 years.

#### Plumbing & Equipment: 2 years parts

The Manufacturer warrants the integrity of the spa's plumbing against leaks as a result of defects in material or workmanship for a period of 2 years on parts and 1 year on labor to the original consumer. The Manufacturer warrants the integrity of the spa's Equipment Pack (pumps, heater, and control system) to be free from defects in material and workmanship for a period of 2 years on parts and 1 year on labor to the original consumer.

#### Warranty Specifics (if applicable)

• Ozonators: The Manufacturer warrants that the factory-installed ozonator will not malfunction due to defects in material or workmanship for a period of 1 year.

• LED Lighting: The Manufacturer warrants that the factory-installed LED Lighting System will be free from defects in materials and workmanship for a period of 1 year.

• Sound System: The Manufacturer warrants that the factory-installed Sound System will be free from defects in material and workmanship for a period of 1 year. The Sound System has a 90-day labor warranty.

**Please Note:** Electrical Connections must be made by a qualified, licensed residential electrician. Improper installations present hazards which can result in personal injury or property damage and void the warranty on the spa. Please see the Pre-Delivery Guide and/or Spa Owner's Manual for additional information.

**IMPORTANT:** The Manufacturer's Warranty is void if the spa is moved to any location that is not the original consumer ship-to address.

#### **Limitations & Exclusions**

• This limited warranty is enforceable only by the original consumer.

• This warranty does NOT cover damage due to abuse, vandalism, or acts of nature including, but not limited to, damage resulting from lightning, storm, flooding, freezing, fire, and any other acts of nature.

• The consumer is responsible for providing a solid, level foundation for the spa. This warranty does not cover any damage caused by an inadequate or improper foundation. If placing the spa on an elevated structure, consult a structural engineer or contractor to ensure that the structure will support the weight of the filled spa and its occupants.

• The consumer must provide clear access to the spa's components. Allow a minimum of 18" (0.5 m) access for service if the spa is installed near a wall or with any type of structure on the outside.

• The Manufacturer does not recommend installing the spa indoors or in an enclosed space. The consumer is responsible for consulting with a licensed architect or building contractor to provide sufficient ventilation. • The consumer must maintain proper water chemistry and perform proper spa maintenance in accordance with the Spa Owner's Manual.

 If the spa or its components are inaccessible or if the Manufacturer's authorized agent feels servicing the spa is unsafe for any reason, the agents reserve the right to cancel and/or delay service until suitable accommodations have been met.

The following are specifically excluded from this limited warranty:

• Fuses, covers, light bulbs, light lenses, spa pillows, seals on pump and motor, and any dealer installed accessories.

Any damage caused by extreme water temperatures outside the range of 34°F - 104°F (1°C - 40°C). This includes, but is not limited to, damage caused by improper winterization and failure to mitigate freeze damage in the event a spa component malfunctions.

• Any and all costs incurred due to freeze damage.

 Any and all costs incurred due to improper electrical installation of the spa, including, but not limited to, personal injury or property damage. Electrical Connections must be made by a gualified, licensed residential electrician.

• The Manufacturer and its agents shall not be liable for any loss or consequential cost not associated with the direct repair of the spa, including, but not limited to, loss of use, replacement of water or chemicals, utility costs, inconvenience, phone charges, and missed work.

• Any and all costs of the spa's removal and replacement, including, but not limited to, removal, transportation, and damages to landscaping, decking, fencing, and/or other structures or any costs related to obtaining access to the spa.

• Any and all costs of additional equipment necessary to move the spa that is outside of the standard spa delivery or removal procedure, including, but not limited to, the use of a crane to lift the spa over an obstacle or onto a non-ground level surface or structure.

• Any damages caused by failure to install, maintain, and operate the spa in accordance with the recommendations contained in the Pre-Delivery Guide, Spa Owner's Manual, or any other instructions from the Manufacturer or the Manufacturer's Technical Support.

• Any damages caused by improper maintenance of spa water chemistry or by any undissolved spa chemicals which may cause bleaching of the spa shell and erosion or discoloration of stainless jets.

• Any damages caused by a dirty, clogged, or calcified filter or use of an unapproved filter cartridge.

• Any repairs that are done by anyone other than an authorized Manufacturer's agent or

anyone without the express written permission by the Manufacturer's warranty department. • Spa shell damage caused by excessive heat build-up due to failure to cover the spa while empty of water and/or exposure to direct sunlight.

• The Manufacturer and its agents are not responsible for any damages to flooring, carpeting, ceiling, walls, or any other personal property due to a spa that has malfunctioned or leaked.

All warranties are null and void if any of the following occur:

 The spa's electrical has been improperly installed. Electrical Connections must be made by a qualified, licensed residential electrician.

• The spa has been subject to alteration, neglect, misuse, or abuse.

• The spa has been relocated to any address that is not the original consumer ship-to address and/or the spa's ownership has been transferred to another party.

• Failure or refusal by the consumer to install, maintain, and operate the spa in accordance with the recommendations contained in the Pre-Delivery Guide, Spa Owner's Manual, or any other instructions from the Manufacturer or the Manufacturer's Technical Support.

The spa has been used in a commercial, industrial, or any non-residential application (including, but not limited to, rental properties) or an application in which it was not designed.
The use of Tri-Chlor or calcium-hypochlorite.

• The use of third-party salt-based systems in the spa. Damage caused by salt-based systems that have not been factory-installed will not be covered under warranty.

DISCLAIMERS: TO BE COVERED UNDER THE MANUFACTURER'S WARRANTY, YOU MUST REGISTER YOUR PRODUCT WITHIN 30 CALENDAR DAYS OF DELIVERY. THE MANUFACTURER AND ITS AUTHORIZED AGENTS SHALL NOT BE LIABLE FOR ANY INJURY, LOSS, COST, OR OTHER DAMAGE, WHETHER INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE, 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 THE MANUFACTURER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE LIABILITY OF THE MANUFACTURER 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 DATE OF DELIVERY OF THE SPA TO THE ORIGINAL CONSUMER SHIP TO ADDRESS. THE DURATION OF SUCH COVERAGE SHALL NOT EXTEND FOR ANY REASON WHATSOEVER BEYOND THE STATED TIME PERIOD. THESE DISCLAIMERS SHALL BE EQUALLY APPLICABLE TO ANY SERVICE PROVIDED BY THE MANUFACTURER OR ITS AUTHORIZED AGENTS.

LIMITATIONS: THIS LIMITED WARRANTY IS NON-TRANSFERABLE AND ONLY APPLIES TO THE ORIGINAL CONSUMER. THIS LIMITED WARRANTY SUPERSEDES THE PLACE OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, IN FACT OR AT LAW, INCLUDING IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. ALL WARRANTY SERVICE MUST BE AUTHORIZED BY THE MANUFACTURER AND PERFORMED BY ITS AUTHORIZED AGENT. NO DEALER, DISTRIBUTOR, SERVICE COMPANY, OR OTHER PARTY IS AUTHORIZED TO CHANGE, MODIFY, OR EXTEND THE TERMS OF THIS LIMITED WARRANTY IN ANY MANNER WHATSOEVER.