

# Limited Warranty



## 10 Years Shell Structure

Tropic Spa shell structure is warranted against malfunctions due to defects in workmanship or materials for 10 years from the date of purchase.

## 7 Years Shell Surface

Tropic Spa shell surface is warranted against water loss due to defects in the spa shell, excluding blistering, cracking, or delaminating of the interior surface of the spa shell

## 30 Years Spa frame

Tropic Spa stainless steel frame is warranted for 30 years from the date of purchase anti corrosion and structurability.

## 5 Years Cabinetry

Tropic Spa maintenance free cabinetry is warranted against malfunctions due to defects in workmanship or materials for 5 years.



## 2 Years Equipment

Tropic Spa blowers, massage and circulation pumps are warranted against malfunctions due to defects for 2 years from the original date of purchase



This Limited Warranty is extended to the original purchaser (“user”) of a Tropic Spa® hot tub manufactured after October 1st, 2018 and installed for residential use in the United States of America. PLEASE READ THIS ENTIRE LIMITED WARRANTY, AS EXCLUSIONS AND CONDITIONS APPLY.

### 10-YEAR SHELL STRUCTURE LIMITED WARRANTY

Majestics Business USA LLC dba as Tropic Spa (“Tropic Spa” or “Company”) warrants that the acrylic shell and fiberglass reinforcement will be free from defects in material and workmanship that result in a leak. This is a limited warranty providing 100% coverage for ten (10) years. Repair or replacement is at the discretion of the Company. Refer to Labor Warranty for applicable labor charges, which excludes delivery if required.

### 7-YEAR SHELL SURFACE LIMITED WARRANTY

Tropic Spa warrants that the acrylic shell is warranted against water loss due to defects in the spa shell, excluding blistering, cracking or delaminating of the interior surface of the spa shell. This is a limited warranty providing 100% coverage for the first seven (7) Years. Repair or replacement is at the discretion of the Company. Refer to Labor Warranty for applicable labor charges, which excludes delivery if required.

### **30-YEAR SPA FRAME**

Tropic Spa warrants the stainless steel spa frame against degradation for thirty (30) years from the original purchase date of the spa.

### **5-YEAR CABINET LIMITED WARRANTY**

All Tropic Spa panel cabinets including Aluminum are warranted to maintain structural integrity for five (5) years from time of delivery to the user. Incidental damage, slight fading of color, normal weathering, and/or pest infestation are excluded from coverage.

### **2-YEAR EQUIPMENT LIMITED WARRANTY**

Covered components include pumps, pump seals, blowers and heaters which are warranted against defects in materials or workmanship for two (2) years. All covered components that are determined to be defective by Company or a Company authorized representative will be repaired or replaced at the discretion of Company. Refer to Labor Warranty for applicable labor charges.

### **LIMITED LABOR WARRANTY**

Tropic Spa provides a one (1) year labor warranty up to for hundred and fifty dollar (\$450) from time of delivery to the user on the Structural, Shell Surface, Equipment, Electronics and Cabinet limited warranties. All service will be performed by the Company or Company approved technicians, and does not cover work performed by any other party. Authorized technicians reserve the right to cancel and/or delay service until suitable accommodations have been met if the hot tub is inaccessible and/or the technician feels servicing the hot tub is unsafe for any reason. Charges will apply for return visits, delays and cancellations.

### **OBLIGATIONS OF USER**

New spas should be registered within 7 days of delivery. Hot tubs must be registered before any authorized service work can be performed. To obtain service in the event of a defect covered by this Limited Warranty, user must contact Tropic Spa within the applicable warranty period and within a reasonable amount of time of discovering the claimed defect. Tropic Spa reserves the right to inspect the malfunction or defect on location. Adequate access to the hot tub and its components must be provided. Gaining access to any component for repair or replacement is the sole responsibility of user and any costs incurred are excluded from this warranty. User uses all reasonable means to protect the spa from further damage. If the hot tub or any part thereof should require return to the manufacturer, all shipping and handling charges are the sole responsibility of the user.

### **RESPONSIBILITIES OF OTHERS**

Inspecting the unit prior to installation is the responsibility of the installer or building contractor who acts on behalf of the user. They are responsible for ensuring the unit is free of defect or damage. Notices may have been placed on and in the unit and on the shipping carton advising the installer of this responsibility. In the event of a problem, the unit must not be installed. The Company is not responsible for failures or damage that could have been discovered, repaired, or avoided by proper inspection and testing (including proper water testing) prior to installation. Damage occurring in transit is the responsibility of the carrier. The user or installer MUST open the crate and inspect the unit for damage promptly upon delivery. If damage is discovered, it must be reported immediately to Tropic Spa and the carrier in writing, and an inspection requested. Failure of the carrier to respond should be reported to Tropic Spa and the carrier. Your freight claims should be filed promptly thereafter. Damage occurring to the unit during installation is

the responsibility of the installer and/or building contractor, and damage occurring thereafter is the responsibility of the user. Failure of any optional equipment is the sole responsibility of the equipment manufacturer except as provided above and shall not extend or apply to any replacement parts for the options and accessories. Any replacement parts shall be covered only by the remaining portion of the original equipment manufacturer warranty, if any. User and user's installer are responsible for knowing local code requirements. Company is not responsible for costs to modify any product to obtain any code approval, such as city, county, or state building codes.

## **PERFORMANCE**

Upon proof of purchase, Tropic Spa or its designated service representative will correct the defect subject to the terms and conditions contained in this Limited Warranty. Allowing access to permit the repair is the responsibility of the spa owner. If Tropic Spa determines that repair of the covered defect is not feasible, Tropic Spa reserves the right to instead provide a replacement spa equal in value to the original purchase price of the defective spa. In such an event, costs for removal of the defective spa, shipping costs for the replacement spa, and delivery and 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.

## **WARRANTY LIMITATIONS AND EXCLUSIONS**

This Limited Warranty is void if the Manufacturer 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; that any repairs have been attempted by anyone other than a designated authorized representative; or that the failure or damage was caused by accident, acts of God, or other causes beyond the control of the Manufacturer. Installation, operation, or maintenance of the spa in any manner other than in accordance with the instructions contained in the owner's manual, including, but not limited to, failure to maintain proper water chemistry and chemical balance and the use of abrasive or improper cleaners shall constitute neglect, misuse, and abuse under this section, or other improper water chemistry maintenance, damage caused by failure to maintain and clean the filtration system; damage caused by operating the hot tub at water temperatures outside the range of 32°F (freezing) and 120°F (excessive heat); damage caused by improper and/or incorrect electrical hook-up, or installation performed in non-conformity with state and local codes, or by anyone other than a licensed electrical professional.

This Limited Warranty does not provide coverage for any item attached to or installed on the spa after the date of manufacture, or for any item used for gaining access to any component for repair or replacement. This Limited Warranty shall not apply to any spa units used in a commercial application. Such use shall remove the commercially used spa unit from any warranty coverage whatsoever. The spa owner shall be liable for any repair work performed by anyone other than the Manufacturer or its designated service representative. This Limited Warranty is limited to the original owner and may not be assigned. This Limited Warranty shall be void if the spa unit is removed from the original site of installation unless a request for change of site location has first been approved in writing by the Manufacturer.

For spas installed outdoors, it is the owner's responsibility to properly maintain the hot tub. Tropic Spa shall not be responsible for any damage caused by infestation by rodents, insects and/or other pests or for any damage caused by freezing of the spa. In the case of any malfunction, owner shall completely drain the hot tub and blow out all lines. For indoor installations, the hot tub shall be installed on non-porous flooring with adequate drainage. Tropic Spa is not responsible for any damage to flooring, carpeting, ceiling or walls, or any personal property due to leaking or malfunctioning of hot tub. Tropic Spa does not provide a leak warranty for drop-in hot tubs.

Tropic Spa AND ITS REPRESENTATIVES SHALL NOT BE LIABLE FOR AND INJURY, LOSS, COST OR OTHER DAMAGE, INCLUDING BUT NOT LIMITED TO: LOSS OF USE, REPLACEMENT OF WATER OR CHEMICALS, INCONVENIENCE, COSTS OF REMOVAL OF A PERMANENT DECK, CUSTOM FIXTURE OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL COSTS, EXPENSES OR DAMAGES. UNDER NO CIRCUMSTANCES SHALL TROPIC SPA OR ANY OF ITS REPRESENTATIVES BE HELD LIABLE FOR INJURY TO ANY PERSON OR DAMAGE TO ANY PROPERTY HOWEVER ARISING. The liability of Tropic Spa under this limited warranty, if any, shall not exceed the original amount paid for the product. This warranty excludes hot tubs used for commercial, club or rental purposes, as well as hot tubs installed outside the continental United States. 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. Water damage caused by leaks are not covered under warranty. Check your homeowners' policy for coverage. Tropic Spa is not liable for the structural integrity of any deck or hot tub placement location. Hot tubs require adequate support for load capacity. Please consult with a licensed contractor or architect for the weight requirements of your specific model. This entire warranty terminates if you (original purchaser) sell or otherwise transfer the hot tub.

**DISCLAIMERS**

Tropic Spa, its agents, or employees shall in no event be liable for injury to any person, or for any claim for damage, however arising. All consequential expenses including loss of use, chemicals, damages, or contingent liabilities arising out of any alleged deficiencies of the spa are specifically excluded. In no event shall Tropic Spa be liable for any cause of action, regardless of legal theory upon which such action is based, in excess of the amount paid for the product in question. This exclusion or limitation shall not apply in jurisdictions which do not permit the exclusion or limitation of incidental or consequential damages. This warranty provides the purchaser with specific legal rights. Additional rights may be available in certain jurisdictions.

USER NAME (First and Last) : \_\_\_\_\_

DATE : \_\_\_\_\_

SIGNATURE : \_\_\_\_\_