

SPASwholesale Warranty Terms

- All Spas Wholesale's Spas and Swim Spas are backed by nationwide support, and limited warranty.
- The Spas Wholesale's Warranty operates in addition to your statutory rights under the Australian Consumer Law, and is subject to the conditions and exclusions below.
- Spas Wholesale warrants to the original purchaser of a Spa or Swim Spa for personal use that it will perform in accordance with the warranties set out in this warranty document. This warranty applies to residential applications only and any use of the Spas, Swim Spas within a business or commercial application for which it was not designed. (Warranty on all components reduced to 12 months for Commercial Use)
- Spas Wholesale will not be liable for costs associated with but not limited to building alterations, removal costs, delivery costs, or labour costs associated with the replacement of a spa if a warranty claim is valid and approved.
- This warranty period commences on the date of delivery / collection and covers defective components, provided that the use and maintenance of the spa or swim spa has been carried out in accordance with the instructions found in our Spas Wholesale Owner's Manuals.

This Warranty is non-transferable and only extends to the original purchaser.

- 20 Years Structural Warranty
- 5 Years Heater Replacement Warranty
- 5 Years Plumbing Warranty
- 5 Years Jet Replacement Warranty
- 5 Years Shell Acrylic Warranty
- 2 Years Pump & Electrical Equipment Warranty
- 2 Years Cabinet Structural Warranty
- 1 Year Cover Warranty
- 12 Months Limited Onsite Labour Warranty

20 Years Structural Warranty

Spas Wholesale warrants the structural integrity of the frame against defects in materials and faulty workmanship for a period of 15 years from the original date of delivery / collection of the spa or swim spa, subject to the limitations, conditions and exclusions expressed in this warranty.

5 Years Heater Replacement Warranty

Spas Wholesale warrants the heater element against any defects in materials and faulty workmanship for a period of 5 years from the original date of delivery / collection of the spa or swim spa. This warranty excludes damage caused by improper water chemistry causing corrosion from incorrect chemical use or poor water quality causing corrosion of the parts. After 12 months this warranty is limited to the supply of replacement parts only and excludes all labour.

5 Years Plumbing Warranty

Spas Wholesale warrants the plumbing piping, plumbing fittings and all plumbing joints against any defects in materials and faulty workmanship for

a period of 5 years from the original date of delivery / collection of the spa or swim spa. This warranty excludes damage caused by improper water chemistry causing corrosion from incorrect chemical use or poor water quality causing corrosion of the parts, or incorrect use of the parts. After 12 months this warranty is limited to the supply of replacement parts only and excludes all labour.

5 Years Jet Replacement Warranty

Spas Wholesale warrants the spa or swim spa jets against any defects in materials and faulty workmanship for a period of 5 years from the original date of delivery / collection of the spa or swim spa. This warranty excludes damage caused by sand, grit, and improper water chemistry causing corrosion from incorrect chemical use or poor water quality causing corrosion of the parts. Any leaks from jets are covered by our plumbing warranty please refer to "Plumbing Warranty". After 12 months this warranty is limited to the supply of replacement parts only and excludes all labour.

5 Years Shell Acrylic Warranty

Spas Wholesale warrants the surface finish of the spa or swim spa not to crack, fade, wrinkle, blister, peel, leak or delaminate for 5 years from the original date of delivery / collection of the spa or swim spa. Always use the hard cover on your spa or swim spa when not in use, Acrylic damage caused by long exposure to the sun (UV) exposure, excessive heat, damage, improper water chemistry causing corrosion from incorrect chemical use or poor water quality, or discolouration to the acrylic surface is not covered under this warranty. This warranty specifically covers the spa shell surface, and the repair method is at the discretion of Spas Wholesale.

2 Years Pump & Electrical Equipment Warranty

Spas Wholesale warrants massage pumps, swim pumps, circulation pumps, the electrical control unit, control touch pad, speakers, bluetooth device, UV unit, ozone unit, external heat pump* against any defects in materials and faulty workmanship for a period of 2 years from the date of delivery. This warranty excludes damage caused by improper water chemistry causing corrosion from incorrect chemical use or poor water quality causing corrosion of the parts, or incorrect use of the parts, weather exposure, or acts of God. After 12 months this warranty is limited to the supply of replacement parts only and excludes all labour.

2 Years Cabinet Structural Warranty

Spas Wholesale warrants the cabinet sections of the spa or swim spa against defects in materials and faulty workmanship for a period of 2 years from the original date of delivery / collection of the spa or swim spa. This warranty specifically covers the structural integrity of the cabinet and the cabinet finish is warranted to be free from defects in materials and workmanship at the time of initial delivery. After 12 months this warranty is limited to the supply of replacement parts and excludes all labour.

1 Years Cover Warranty

Spas Wholesale warrants the hardcover against any defects in materials and faulty workmanship for a period of 1 year from the original date of delivery / collection of the spa or swim spa. This warranty excludes improper use, misuse, neglect, transport, violent atmospheric conditions such as wind and hail, chemical imbalance/reaction, normal fading & minor discolouration or damage to foam core, damage to stitching, straps or locks from improper use.

It is to be noted chemical reactions can produce extreme gases which can cause rapid deterioration of your spa cover. To avoid voiding your warranty we recommend removal of your spa cover for at least 1-2 hours, once a week particularly if you have ozone or UV included in your spa or swim spa, and always leave your spa or swim spa cover off your spa or swim spa for at least 1 hour after the addition of chemicals to your spa or swim spa water. The foam inserts inside the cover are not covered by this warranty. Once the

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product has left our premises the handling of the spa cover is beyond our control and we cannot be held liable for transport, storage or mistreatment where damage has resulted, Cover may fade if they are unprotected and visible by the sun(as the UV) will over time discolor the spa cover. Fading and weathering of the surface will occur naturally over time and is not considered a defect.

All hardcover warranty claims will need to be submitted for an assessment.

Headrest, Filter Cartridge Warranty

Spas Wholesale warrants the spa headrest, and filter cartridge against any defects in materials and faulty workmanship at the original date of delivery / collection of the spa or swim spa.

Electrical Connections

All electrical connections (and disconnections) must be carried out by a qualified electrical contractor. Failure to do so will immediately void this warranty. It is the sole responsibility and cost of the purchaser to facilitate this. The spa or swim spa must be connected to a dedicated mains electrical supply circuit protected by a complaint earth leakage circuit breaker safety switch. Spas Wholesale reserves the right to ask for proof that the spa has been installed by a qualified electrician if any warranty claim/s are made or warranty will not apply.

Spas Wholesale Warranty Repair / Labour

In the unlikely event of a spa or swim spa fault, contact our Spas Wholesale Warranty team by phone or email where we will request proof of purchase, along with original date of delivery / collection of the spa or swim spa. If no proof of purchase is available, warranty will be deemed to be from original date of delivery of the spa or swim spa.

We provide phone / email support via troubleshooting when you call our Spas Wholesale after-sale team. Service and repair will be provided, when applicable on any malfunction or defective component on the spa or swim spa that is covered under the terms of this warranty by a Spas Wholesale authorised locally contracted service technician agent, which are available nationwide. Please note, rural areas may experience longer lead-times.

Labour is limited for a period of 12 months from the date of delivery / collection for areas reachable by a Spas Wholesale authorised locally contracted service technician agent. In the case where a unit is out of reach by a Spas Wholesale locally contracted service technician agent, or you live in a remote area, there may be additional travel charges payable by the purchaser (This will be quoted directly by the technician prior to your job commencing if available), or the customer will need to arrange their own service technician at their own costs and Spas Wholesale will supply the parts only for the repair.

The Spas Wholesale authorised locally contracted service technician agent may charge you a reasonable travel mileage fee for travel (if outside a 50 km radius from your nearest Spas Wholesale collection point). Any repair or replacement shall provide no new warranty coverage but shall retain only the remaining portion of the original product's warranty.

Any defective spa or swim spa or component sent directly to the Spas Wholesale Repair Centre for warranty repair must be pre-authorised by Spas Wholesale and must be freight prepaid. Return freight will be paid by Spas Wholesale on all warranted components and spas, excluding any spa or swim spa returned that is more than 2 years after its purchase date. If the entire spa or swim spa is sent to the Spas Wholesale Repair Centre for repair, all costs of removing and re-installing the spa or swim spa at spa owner's location will be the responsibility of the spa owner.

If a Spas Wholesale spa or swim spa requires a warranty repair due to a malfunction or defective component on the spa or swim spa that is covered under the terms of this warranty, Spas Wholesale reserves the right, at its option, to either repair or replace the defective spa or swim spa or component. If Spas Wholesale determines that the repair of the defect is not

feasible, we reserve the right to instead provide a replacement spa equal in value to the original purchase price of the defective spa or swim spa. In such an event, costs for removal of the defective spa, shipping costs of the replacement spa and delivery will be the responsibility of the spa purchaser. Spas Wholesale reserves the right to use either new or reconditioned replacement components.

Replacement parts provided by the Spas Wholesale may or may not be located locally. Please take into account the time it will take for a claim to be approved by the relevant part manufacture and / or supplier if experiencing extended delays.

Shipping Of Parts

All shipping Costs for warranty related parts, is not covered under warranty. All Parts are stored in our warehouse only. Parts can be collected at no extra cost from the Melbourne Warehouse. All shipping costs must be paid prior to any part been sent out.

Spas Wholesale Warranty Exclusions

1. All Spas Wholesale warranties are not transferable.
2. Damage resulting from improper water / chemical maintenance of the spa or swim spa.
3. Damage caused by incorrect electrical installation, brownouts, voltage spikes or operating spa out of +/- 10% of voltage range.
4. Damage from operating the spa or swim spa above 45°C.
5. Damage caused by clogged filters.
6. Damage caused to the spa or swim spa by improper use of spa or swim spa cover and excessive exposure to sunlight (UV).
7. Damage or warping caused by failure to cover the product when packaged in protective plastic/wrap and excessive exposure to sunlight (UV).
8. Damage caused by not installing the spa or swim spa on a suitable / sufficient hard level surface.
9. Damage caused by relocation of the spa or swim spa from its original installed location.
10. Damage caused by pests, or insect.
11. Damage caused by flooding.
12. Damage caused by third party carriers.
13. Damage by acts of God, or earth / ground-fill movement.
14. Damage caused by unapproved chemicals such as Bromine or Tri-chlor.
15. Damage or corrosion to frame caused by un-repaired leaks or improper drainage.
16. Warranty is not extended to filter cartridges, head rests, pump seals or drain hoses.
17. Any part fitted to the spa not approved by Spas Wholesale or non-genuine Spas Wholesale products will affect the warranty of the spa.
18. Damage to the spa or swim spa shell caused by excessive heat build-up due to failure to cover spa or swim spa while empty of water and/or exposed to direct sunlight.
19. Commercial use reduces all warranties to maximum of 12 months.
20. Access for Service - The spa or swim spa must be installed so as to permit easy access to the equipment service panels located around the perimeter of your spa or swim spa. Make certain that there are no obstructions, and a clear working area of at least 500mm is available to all sides of the spa or swim spa. If this is not met service on the spa or swim spa may not be available, or you may become liable for additional labour and/or travel costs.

Limitation of Liability

This limited Spas Wholesale warranty takes the place of all other warranties, express or implied, in fact or at law, including implied warranties of merchantability and fit for a particular purpose. All warranty service must be performed by Spas Wholesale or its authorised agent. No agent, distributor, service company or other party is authorised to change, modify or extend the terms of this limited warranty in any manner.

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Make sure your spa or swim spa is on a flat and solid surface, as the warranty will not apply if your spa or swim spa is not level.

It is the owner's responsibility to ensure regular inspections inside the cabinet, specifically the checking of pumps, tightness of barrel unions and health of UV / Ozone systems are performed regularly, along with proper chemical / water maintenance as outlined in our Spas Wholesale owner's manuals.

Do not leave the spa or swim spa wrapped in protective plastic outside in direct sunlight, this can cause damage to the acrylic. Do not leave spa or swim spa uncovered when not in use and exposed to sunlight. Store in shaded area if not being installed immediately.

Always use the hard cover on your spa or swim spa when not in use as the warranty does not cover damage or discoloration cause by excessive heat or long exposure to the sun (UV). Never use harsh chemicals directly on the surface of your spa or swim spa as this can cause the shell to blister or crack and this will also not be covered by your warranty.

Please make sure you are using correctly advised chemicals in spas or swim spas. Chemical abuse in spas and swim spas or unapproved chemical used will not be covered warranty.

Spas Wholesale does not accept any responsibility or liability for any advice taken around local council regulations including but not limited to building consents, resource consents and/or spa and swim spa fencing requirements. Any information provided is general, and is not intended to address your specific circumstances. All enquiries should be directed to and checked with the local council. Spas Wholesale will not be liable for costs associated with but not limited to building alterations, removal costs, delivery costs, or labour costs associated with the replacement of a spa or swim spa.

Disclaimers

Spas Wholesale and its authorised 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 Spas Wholesale has been advised of the possibility of such damage. The liability of Spas Wholesale 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 beyond the stated time period. These disclaimers shall be equally applicable to any service provided by Spas Wholesale or its authorised agents.

