DuraTherm Spa Cover Manufacturer's Limited Warranty

3 YEARS: DuraTherm Heavy Duty spa cover models are warranted to be free from defects in materials and workmanship for a period of Three Years (36 months) from the original date of purchase.

2 YEARS: DuraTherm Standard Duty spa cover models are warranted to be free from defects in materials and workmanship for a period of Two Years (24 months) from the original date of purchase.

1 YEAR: DuraTherm Light Duty spa cover models are warranted to be free from defects in materials and workmanship for a period of One Year (12 months) from the original date of purchase.

Warranty Terms & Conditions:

PERFORMANCE

To obtain service in the event of a defect covered by this warranty, request via email address below a Return Authorization (RA) and instructions on how to present the cover or cover component to the manufacturer, DuraTherm Spa Covers, San Diego, CA.

Customer to provide a copy of bill of sale as proof of purchase, together with a photo of the serial number tag and photo(s) showing claimed defect prior to consideration. Removal of serial number tag voids warranty. Returns require an RA.

DuraTherm will repair or replace complete cover or cover component part at their discretion, defects in materials or workmanship determined by DuraTherm to be covered by the warranty, without charge for materials or labor. Owner is responsible for delivery and shipping cost of the cover or cover component to the warranty service facility and return shipping cost of the original, repaired or replaced cover or cover component part.

Customer is responsible for reinstallation of replacement cover or cover component part (such as core, jacket, or any other part).

EXCLUSIONS

This warranty does not cover damage due to improper use, accidents, wind, normal wear and tear, or any of the following:

- Failure to provide reasonable periodic maintenance.
- Cleaning with harsh chemicals, chlorine or abrasives.
- Damage caused by animals, vermin, mold or mildew.
- Alterations or unauthorized repairs.
- Damage to seams, jacket, straps or core caused by a cover lifting or storage device.
- Damage, breakdown or delaminating of materials due to chemicals, ozone, or improper water balance.
- Breakage or sagging of the foam core, or bent metal reinforcement. Heavy or excessive loads caused by animals, failure to remove snow accumulation, weight of other objects, or persons sitting, walking, jumping or standing on cover, or other causes beyond our control, are not considered to be defects in materials or workmanship.
- Tearing, puncturing or scuffing of jacket, vapor barrier or underside, or disengagement of decorative drain grommets.
- Fading of cover or thread. This is a normal occurrence for all spa covers over time due to exposure to the elements, UV, and spa chemicals.
- Torn handles. Handles are solely for opening and closing spa cover while in-place on the spa, not intended to carry or remove a cover. Such use can damage the spa cover.
- Torn tie-down straps. Tie downs must be kept secured and free of slack when cover is not in use. Tie downs may tear or break if used to lift or carry the cover.
- Torn seams at skirt or underside. Lifting, tugging, or carrying of the cover by the skirt can cause ripping.
- Water intrusion into the core liner or water absorption of the foam core if any holes, tears, punctures or breaches to the

- vapor barrier or jacket are present. (We can advise on how to easily repair vapor barrier, which may preclude the expense of returning the foam core for warranty service).
- Melted or damaged jacket, foam core, or other cover materials. Placing glass or other objects on cover (which magnify the heating effects of sunlight) or exposure of the cover to excessive heat from any source will damage any spa cover.
- Seepage of rainwater into the spa which can naturally occur with any spa cover, and is not a defect. Virtually all spa covers provide weep holes in the underside for drainage.
- Events of nature, wind or storm damage, or acts of God.

LIMITATIONS

This limited spa cover warranty is extended solely to the original purchaser of the cover, installed for residential, non-commercial use only. Warranty is non-transferable and in effect only at the original installation site within the contiguous USA.

This Limited Warranty supersedes all other warranties, express or implied, in fact or at law, implied warranties of merchantability, or fitness for a particular purpose. Warranty service must be performed by the manufacturer or its designated representative.

DISCLAIMERS

It is the owner's responsibility to properly install the provided latches and to lock the straps when the spa is not in use. Do not walk, sit, stand, or allow children to play on the spa cover or swim or play under the spa cover. DuraTherm Spa Covers, the retailer, 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 or spa cover, and cost for removal or reinstallation of defective product, even if the manufacturer has been advised of the possibility of such damage. The liability of the manufacturer and the retailer under this Limited Warranty, if any, shall not exceed the original amount paid for the defective product or option. Coverage under this Limited Warranty shall commence on the purchase date and the duration coverage shall not extend for any reason beyond the stated time periods. These disclaimers shall be equally applicable to any service provided by the manufacturer or designated representatives. All disputes are subject to arbitration in the State of Washington, Thurston County, and subject to said laws.

LEGAL RIGHTS

This Limited Warranty gives you specific legal rights. You may also have other rights which vary from state to state.

This warranty is effective for covers manufactured after 07/07/2023

Manufactured and warranted by:

DuraTherm Spa Covers - Offices in San Diego, CA Warranty contact: help@spadepot.com

DuraThermWarranty.pdf (rev. 05-01-24)