

USA SPAS WARRANTY

THE SHELL is defined as the structure that retains the spa's water. For the purpose of express definition, the term "shell" specifically excludes its interior finish (acrylic or other substance), all factory installed accessories and pre-plumbing, and all equipment. The shell is only warranted against water leakage; leakage caused by a defect in materials for one year from the original date of purchase. Specifically excluded is water leakage in the plumbing fixtures, connections, water systems or equipment provided with the spa. In the event USA Spas establishes that the shell cannot be repaired; the replacement value of the spa will set at be \$500.00. The spa must have a full, complete concrete base to be placed on. The entire bottom of the spa must be supported by a level, unbroken, sound concrete foundation, otherwise this warranty will be considered void.

USA Spas warrants the interior surface of the spa for one year. USA Spas will repair the spa surface if any delamination, blistering, or cracking occurs as a result of a factory defect. Atlantic Blue shells will suffer cosmetic bleaching if excessive contact is made with a sanitizing agent; this is not covered under the shell warranty. Note: Surface repairs may not match cosmetically. Do not use Hydrogen Peroxide in the spa or it will void the warranty. A \$50 deductible will be applied to each in-field repair call.

SPA PLUMBING, fittings, pipe, drains, and fixtures are warranted against leaking due to defects in materials for one year from the original date of purchase. Labor is covered for 90 days only.

THE SPA EQUIPMENT is warranted against defects in the materials or workmanship for one year from the original date of purchase. Spa equipment includes the pump motor, heater, and spa electrical equipment. Labor is covered for 90 days only.

THE SPA PUMP (the wet end of pump) is warranted against defects in material or workmanship for 1 year from the original date of purchase: Labor is covered for 90 days only. The pump motor is warranted for one year from the original date of purchase.

THE CABINET is warranted against defects in the materials or workmanship for one year from the original date of purchase, not to include fading, solar distress, chemical damage related to weather or environmental factors out of the manufactures control or other cosmetic factors not related to the structural integrity of the cabinet. The warranty is for cabinet structure only.

WARRANTY LIMITATIONS

Our warranty does not cover defects, damage, or failure caused by the common carrier, installer, user, or other persons, or resulting from, without limitations, any of the following: careless handling (lifting unit by plumbing, etc.); modifications of any type for any reason (including modification to meet local codes); improper installation (including installation not in accordance with instructions and specifications provided with the unit); connections supplied by the installer of the equipment; improper voltage supply or unauthorized electrical modification; misuse; incorrect operation, or lack of proper routine maintenance; operation of the unit without specified minimum amount of water or at inappropriate water temperature; failure to maintain proper water chemistry and chemical balance; improper storage of

chemicals; failure to properly winterize against freezing; use of abrasive or improper cleaners; or acts of God, such as lightning, floods, earthquakes, etc. THE COMPANY WILL NOT BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES or losses arising from any cause (e.g., water damage to carpet, tile, ceiling, loss of use, etc). USA Spas does not recommend inside installation of a portable spa, unless the installation is made in a room, which has either a ceramic tile or concrete floor with a floor drain. Due to an occasional mechanical problem and/or splashing, some water will find its way from the spa to the floor resulting in possible damage to carpet and/or paneling). Nor for injury to any person or any claims for damages arising from the use, installation or servicing of the product; damages to, respecting, or resulting from discoloration, warpage or deterioration of cabinet due to water displacement or environmental exposure; failure of spa covers; failure of ozone generator; failure of optional spa equipment not manufactured by USA Spas, supplied by dealer, installer or USA Spas; the unit's prior usage as an operational display; or defects that should have been discovered before installation. However, components not manufactured by USA Spas will retain their manufacturer warranty, if applicable.

This limited warranty does not include: labor, transportation, or other costs incurred in the removal and/or re-installation of the original unit and/or the installation of replacement unit; any costs relating to obtaining access for repair; loss of use damage, including loss of sales, profit or business advantage of any kind under any circumstances. Any products which are claimed to be defective and which are not repaired or replaced by an authorized service agent must be shipped freight prepaid to USA Spas and the repaired or replaced product will be returned to the sender freight collect. Commercial applications are excluded from any warranty coverage whatsoever. Warranty coverage is extended to the original owner from the date of purchase. Spas not purchased from an authorized USA Spas dealer are excluded from any warranty coverage of any kind. In-field service is limited to within 25 miles of your authorized USA Spas dealer. Beyond 25 miles travel cost will be charged to the customer. USA Spas reserves the right to substitute a spa component of equivalent value, either new or factory reconditioned and any such repair or replacement shall assume as its warranty only the remaining portion of the warranty on the original product. Non-defective replacement parts required to perform or complete warranty repairs will not be covered under the terms of this warranty. WARRANTY EXCEPTIONS: Ozone generator, bromine salt system, stereo system, spa pillows, spa light bulb, filter elements, pump seals and movable jets are excluded from any warranty. Leaving the spa uncovered without water and exposed to sunlight is considered abuse (solar distress) and will void the warranty. Pump motors will not be covered under any parts warranty if it is established by USA Spas that the failure occurred because of damaged seals or gaskets that were not replaced in a timely manner. Spas wired or installed by anyone other than a licensed electrician will not be warranted under any condition.

All warranties as stated above are based upon date of purchase, but not to exceed stated warranty period plus 6 months from manufactured date.

The original date of purchase is defined as the date payment was made for the purchase of the spa. Jurisdictional provision: The laws of the State of Iowa control the provisions of this document. By accepting this warranty the buyer subjects itself to the jurisdiction of the

laws of the State of Iowa and agrees that place of suit shall be in Scott County, Iowa, USA. Attached hereto is the warranty card, which must be completed and returned to USA Spas within thirty (30) days from the date of purchase of the spa. Failure to return the warranty card within thirty days of purchase will void this warranty without any further notice.