

Blue Water Quality Spas Warranty

Spa Structural Warranty

Blue Water Quality Spas warrants the spa shell structure against the loss of water through the fiberglass laminate of the shell caused by defects in materials and workmanship for a period of 10 years from the date of purchase, based on the following formula: Retail cost divided by months covered (120), multiplied by months owned = replacement cost. Contact the manufacturer if you have any questions concerning warranty issues.

5 Year - Spa Surface Warranty

Blue Water Quality Spas warrants the interior acrylic spa surface against blisters, cracks, or delaminating resulting from a defect in the acrylic surface material for a period of 5 years from the date of purchase, based on the following formula: Retail cost divided by months covered (60), multiplied by months owned = replacement cost.

Manifold Plumbing Warranty

Blue Water Quality Spas warrants the plumbing manifolds, fittings, and parts to be free of defects in materials or workmanship for period of 2 years for parts and 1 year for labor from the date of purchase.

Electrical Equipment Warranty

Blue Water Quality Spas warrants electrical equipment and components to be free of defects in materials and workmanship for a period of 2 years for parts and 1 year for labor from the date of purchase. Blue Water Quality Spas warrants the TV and DVD player components to be free of defects in materials and workmanship for a period of 90 days from the date of purchase.

Warranty Performance

In the event of a defect covered under the terms of this Limited Warranty, notify Blue Water Quality Spas immediately. Use all reasonable means to protect the spa from further damage. A service representative will repair the spa subject to the terms and conditions contained in this Limited Warranty. The service representative may assess reasonable travel charges, during inspection or repairs that are the responsibility of the spa owner. If we determine that repairs are not feasible due to functional defect, we reserve the right to provide a replacement part or spa in lieu of repair. We will replace with a part of value equal to the original purchase. In such event, reasonable costs for removal of the defective spa and delivery and installation of the replacement spa will be the responsibility of the spa owner. We reserve the right to an on-site inspection by an authorized service representative.

Limitations and Exclusions

This limited warranty applies only to the Original Purchaser and terminates with any transfer of ownership. This limited warranty does not apply to a spa used for any commercial, rental, club

purposes, or for any spa used outside of the United States. The purchaser must establish the date of purchase by dated sales invoice or delivery receipt.

For application of the product warranty, return any defective parts to the source of supply. Seller's obligation under the aforesaid warranty is expressly limited to repairing or replacing, at Blue Water Quality Spas option, such products or parts thereof which are returned to Blue Water Quality Spas once full payment of the owner's portion of the warranty cost has been received by Blue Water Quality Spas.

This limited warranty does not cover damage resulting from abuse, misuse, or neglect including any installation, operation, maintenance, or use of spa other than in accordance with the Owner's Manual of the spa. Damage caused by operation of the spa at water temperatures outside the range of 32 degrees F. and 120 degrees F., damage caused by dirty, clogged, or calcified filter cartridges, damage to the spa surface caused by improper use of chemicals or cleaning agents, allowing undissolved spa sanitizing chemicals to lie on the surface, damage caused by improper pH balance or other improper water chemistry, damaged caused by failure to provide even and sufficient support for the spa, are considered abuses and may invalidate this Limited Warranty. Damage caused by repairs or alterations performed by anyone other than an authorized service representative is not covered. Failure caused by accidents, acts of God, nonstructural normal wear and tear, cosmetic blemishes and other causes beyond our control is excluded. Jet damage caused by improper water chemistry will not be covered. Damage resulting from failure to properly winterize the spa prior to freezing weather, or failure to properly winterize the spa after a component failure, is not covered under this limited warranty.

The warranty is in lieu of all other warranties, expressed or implied, including implied warranties of merchantability and fitness for a particular purpose. In no event shall manufacturer be liable for incidental or consequential damages.

Disclaimers

The spa owner is required to provide adequate access to the spa for any repair or inspection. Blue Water Quality Spas shall not be liable for loss of use of the Spa or other incidental or consequential costs, expenses or damages, which may include but are not limited to water damage, or the removal of a permanent deck or other custom fixture. Under no circumstances shall we, or any of our representatives be held liable for injury to any person or damage to any property, however arising. This warranty gives you specific legal rights and you may have other rights. No service company, or other party is authorized to change, modify, or extend the terms of this Limited Warranty in any manner what so ever.