



PREMIUM WARRANTY

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

20 YEAR STRUCTURAL LIMITED WARRANTY

ThermoSpas Hot Tub Products, Inc. ("ThermoSpas" 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 the first three (3) years, 75% for the next seven (7) years and 50% for the remaining ten (10) years. Percentage reductions are off of the retail parts price list as of the time any claimed defect is reported to the Company. Repair or replacement is at the discretion of the Company. Refer to Labor Warranty for applicable labor charges, which excludes delivery if required.

10 YEAR SHELL SURFACE LIMITED WARRANTY

ThermoSpas warrants that the acrylic shell surface will be free from defects in material or workmanship that result in stress cracks, blistering or bubbling that results in a leak or fading of color. This is a limited warranty providing 100% coverage for the first three (3) years, 50% for the next three (3) years and 25% for the remaining four (4) years. Percentage reductions are off of the retail parts price list as of the time any claimed defect is reported to the Company. Repair or replacement is at the discretion of the Company. Refer to Labor Warranty for applicable labor charges, which excludes delivery if required.

10 YEAR EQUIPMENT LIMITED WARRANTY

Covered components include pumps, pump seals, blowers, heaters, wall fittings, jets, grab bars and plumbing, which are warranted against defects in materials or workmanship for ten (10) years. This warranty is a limited warranty providing 100% coverage for the first (1) year, 75% for the next two (2) years, 50% for the following three (3) years and 25% for the remaining four (4) years. Percentage reductions are off of retail parts price list as of the time any claimed defect is reported to the Company. 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.

10 YEAR ELECTRONICS LIMITED WARRANTY

Electric controls and circuit boards are warranted against defects in materials or workmanship for ten (10) years. This is a limited warranty providing 100% coverage for the first three (3) years, 50% for the next three (3) years, and 25% for the final four (4) years. Percentage reductions are off of retail parts price list as of the time any claimed defect is reported to the Company. All components listed that are determined to be defective within the warranty period by a factory authorized representative will be repaired or replaced. Refer to Labor Warranty for applicable labor charges.

3 YEAR CABINET LIMITED WARRANTY

All ThermoBoard reversible panel cabinets are warranted to maintain structural integrity for three (3) years from time of delivery to the user. Incidental damage, slight fading of color, normal weathering, and/or pest infestation are excluded from coverage. Refer to Labor Warranty for applicable labor charges.

LIMITED LABOR WARRANTY

ThermoSpas provides a one (1) year labor warranty from time of delivery to the user on the Structural, Shell Surface, Equipment, Electronics and Cabinet limited warranties. All service will be performed by 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.

ACCESSORIES LIMITED WARRANTY

The fuses, headrests, cabinet finish, cover, cover lifter, stairs, steps, safety rails, filters, filter cartridges, pillows and ice bucket lids are warranted to be free of defects in materials or workmanship at the time of delivery to the user. The factory installed water purification system and ozone generator is warranted against malfunction due to defects in materials or workmanship for one year from the original date of purchase. SoftStride floor matting and entry steps are warranted against defects in materials or workmanship for one year from the original date of purchase. All other factory installed components not mentioned specifically, including the wood frame, diverter valves, lighting systems, filter shield, and mechanical components are warranted against malfunction due to defects in materials or workmanship for ninety days from the original date of purchase. This Accessories limited warranty does not cover labor.

OBLIGATIONS OF USER

The user must establish date of purchase by producing a dated sales slip and delivery receipt and must contact ThermoSpas regarding any claimed malfunction or defect within the applicable warranty period and within a reasonable amount of time of discovering the claimed defect. ThermoSpas 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. 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.

ACTS INVALIDATING WARRANTY

This warranty is void if ThermoSpas or its authorized representative determines that the hot tub has been subjected to any alterations, installation, or repairs by anyone other than an authorized representative of ThermoSpas. Also, the warranty is void if the hot tub or any part has been subjected by the owner to misuse, abuse, negligence, improper installation or operations other than in accordance with the instructions in the Owner's Manual, including but not limited to: damage to components caused by improper pH balance or other improper water chemistry maintenance; failure to maintain and clean the filtration system; damage to components or shell surface 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. Any hot tub installed or moved to another location by anyone other than an authorized or ThermoSpas approved technician may invalidate the warranty. Failure to follow pre-delivery installation guidelines, non-adherence to the owner's manual or usage of chemicals for



PREMIUM WARRANTY

maintenance and/or water chemistry not approved by ThermoSpas may invalidate the warranty.

EXCLUSIONS TO WARRANTY

IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED ALTOGETHER OR TO THE FULLEST EXTENT ALLOWED BY LAW. For hot tubs installed outdoors, it is the customer's responsibility to properly maintain the hot tub. ThermoSpas and its representatives are not responsible for any damage caused by external forces, including but not limited to, rodent and or insect infestation, power surges or spikes, damage caused by acts of God, or damage caused by extreme temperatures (below 32°F (freezing) or above 120°F (excessive heat)). In the case of a malfunction to any part of the equipment pack, customers should completely drain the hot tub and blow out all the lines. Any hot tub installed indoors is done at customer's risk. For indoor installations, install hot tub on non-porous flooring with adequate ventilation and drainage. ThermoSpas and its representatives are not responsible for any damage to flooring, carpeting, ceiling, walls, or any personal property due to malfunctioning or leaking of hot tub. ThermoSpas does not provide a leak warranty for drop-in hot tubs or units purchased and delivered unassembled. THERMOSPAS AND ITS REPRESENTATIVES SHALL NOT BE LIABLE FOR ANY 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 THERMOSPAS OR ANY OF ITS REPRESENTATIVES BE HELD LIABLE FOR INJURY TO ANY PERSON OR DAMAGE TO ANY PROPERTY HOWEVER ARISING. The liability of ThermoSpas 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. ThermoSpas 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.

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 ThermoSpas and the carrier in writing, and

an inspection requested. Failure of the carrier to respond should be reported to ThermoSpas 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.

WARRANTY SERVICE

For the user's benefit, the Company maintains a list of independent service personnel to perform required warranty service. Such firms are not agents or representatives of the Company and cannot bind the Company by words or conduct. The Company will provide the warranty service described above when the following conditions have been met: the failure is of the nature or type covered by the warranty; the user has informed a ThermoSpas Warranty Service Department Representative of the nature of the problem during the warranty period; conclusive evidence (e.g., proof of purchase or installation) is provided to the foregoing by the user proving that the failure occurred or was discovered within the warranty period; and, an authorized independent service person or Company representative has been permitted to inspect the unit during regular business hours within a reasonable time after the problem was reported by the user. In order to obtain warranty service, contact ThermoSpas Hot Tub Products, Inc. at:

www.thermospas.com or
Warranty Service Department
14525 Monte Vista Ave.
Chino CA, 91710
1-800-876-0158

Provide a description of the problem and proof of purchase. You will be instructed how to obtain replacements and where to return, at your expense, the failed component(s), option(s), or accessory(ies). The Company's warranty obligation shall be discharged upon tender of replacement or repair. The customer's refusal to accept the tender terminates the Company's warranty obligation.

LEGAL RIGHTS

This Limited Warranty gives you specific legal rights. There are no warranties applicable to ThermoSpas® products except as expressly stated herein or as implied by applicable state and federal laws. This warranty coverage cannot be changed by oral or written statements. You may also have other rights that vary from state to state. Some states do not allow limitations on how long an implied warranty lasts, disclaimer of certain warranties, or the exclusion or limitation of incidental damages, so some of the above limitations may not apply to you.