

# **Six Month Limited Manufacturer's Warranty**

## **Spa Warranty Policies and Procedures**

Important Notice: The following are not actual warranties, but detailed descriptions of our warranty policies and procedures. Certain exclusions and disclaimers may apply to these descriptions. Always read the warranty that comes with each spa. These policies and procedures are subject to change at any time and without notice. Throughout this document, AquaStorm spas shall be referred to as the "MANUFACTURER". Each spa warranty is given to the original consumer only and terminates upon any transfer of ownership. Commercial applications are excluded from all warranty.

### **LABOR WARRANTY**

Labor is described as the work completed by a technician. MANUFACTURER will be responsible for the costs associated for labor for all warranty repairs for six (6) months from the original date of purchase. THIS WARRANTY IS GIVEN TO THE ORIGINAL CONSUMER AND TERMINATES UPON TRANSFER OF OWNERSHIP. COMMERCIAL APPLICATIONS ARE EXCLUDED FROM THIS WARRANTY. It is the responsibility of the spa owner to insure that the spa is accessible for repairs. MANUFACTURER is not responsible for any cost associated with making spa accessible for repairs. If parts are required for repair, MANUFACTURER is not responsible for the cost of shipping of parts under the terms of this warranty agreement.

### **SURFACE WARRANTY**

The spa surface is defined as the exposed material finish. The MANUFACTURER warrants the spa surface to be free from defects in material and workmanship, such as blistering, cracking, or delamination, under normal use and maintenance for a period of five (5) years from the original date of purchase. This is a full warranty for the first 5 years, and shall be pro rated for the remaining ten years with the original owner responsible for the following percentages of the replacement or repair: 40% for years 6 & 7, 60% for years 8 – 11, and 80% for years 12 – 15. THIS WARRANTY IS GIVEN TO THE ORIGINAL CONSUMER AND TERMINATES UPON TRANSFER OF OWNERSHIP. COMMERCIAL APPLICATIONS ARE EXCLUDED FROM THIS WARRANTY. The spa must be set on a level cement slab and/or a level deck surface that is sufficient to support the entire length and width of the spa. Standard building practices must be followed. Damage caused by failure to have a properly leveled and supported foundation under the spa is not covered under warranty. The MANUFACTURER does not warrant against problems associated with prolonged standing water, prolonged exposure to sunlight and/or use of any sanitation or ozone system not approved by the MANUFACTURER. Damage to the spa surface caused by leaving the spa uncovered and empty of water with direct exposure to sunlight will terminate this warranty. Any alteration to any system, including but not limited to electrical, plumbing, or mechanical, or over-use of chemicals, or any other problems caused by an external source are not covered under warranty. Other exclusions may apply. Please read the warranty thoroughly.

Normally, problems associated with material and workmanship can and will be repaired. If the spa surface is repaired, the repair is limited to the affected area only, and there is no guarantee against discoloration or fading. The decision to repair will be made by the MANUFACTURER and its field representative after review of the facts, pictures, or any other data presented by the dealer or the customer. In all cases, pictures of the effected area and foundation of the spa must be provided before any decisions to repair or replace are made. In the unlikely event of a spa replacement, all warranties (including but not limited to shell, acrylic, equipment and plumbing) date back to the original date of sale. If it is determined that the shell is to be replaced, the same conditions and terms as outlined in the shell warranty section apply.

It is the responsibility of the spa owner to insure that the spa is accessible for repairs. MANUFACTURER is not responsible for any cost associated with making spa accessible for repairs. If parts are required for

repair, MANUFACTURER is not responsible for the cost of shipping of parts under the terms of this warranty agreement.

### **STRUCTURE (SHELL)/SURFACE (ACRYLIC) REPAIR WARRANTY PROCEDURES**

THE AQUASTORM CUSTOMER CARE DEPT. WILL WORK WITH YOU TO MAKE THE PROCESS AS SIMPLE AND EASY AS POSSIBLE. TO ENSURE THE EFFICIENT PROCESSING OF STRUCTURE/SURFACE CLAIMS, PLEASE FOLLOW THESE STEPS:

1. The MANUFACTURER relies upon the consumer and service technician to assist in warranty claims and how best to work toward the consumer's satisfaction. If you have any questions concerning a claim, you should call the AquaStorm Customer Care Department for assistance.
2. If the claim is determined to be valid you will need to submit to the AquaStorm Customer Care Department the proof to purchase and photographs of the damaged spa and the surrounding area where the spa is supported. Customer Care will determine the proper solution for repairing the spa. Photographs of the damaged spa should have the following information attached:
  - \* Spa Model
  - \* Spa Serial Number
  - \* Spa Color
  - \* Date of Purchase
  - \* Name of Customer
  - \* Address of Customer
  - \* Phone number of Customer
  - \* Date of Delivery
  - \* Thorough Description of Problem

NOTE: MOST OF THE ABOVE INFORMATION IS PROVIDED ON THE ORIGINAL INVOICE OF SPA.

3. Upon receiving the above information, Aquastorm Customer Care will evaluate it and make a decision on how the damage will be repaired. In all situations, a repair is considered the appropriate course of action unless it is deemed irreparable. If the spa cannot be repaired in the field and must be returned to the factory, approval must be obtained from Customer Care Manager. Cost for removal of the defective spa and delivery and installation of the replacement spa are the responsibility of the consumer and will not under any circumstances be covered by the MANUFACTURER.

It is the responsibility of the spa owner to insure that the spa is accessible for repairs. MANUFACTURER is not responsible for any cost associated with making spa accessible for repairs. If parts are required for repair, MANUFACTURER is not responsible for the cost of shipping of parts under the terms of this warranty agreement.

### **COMPONENTS WARRANTY**

The components may be defined as the electrical items (i.e., pumps, equipment packs, heaters, topside, etc.) The MANUFACTURER warrants all components to be free from defect in material and workmanship for five (5) years. This is a full warranty for the first two (2) years, and shall be pro rated for the remaining years with the original owner responsible for the following percentages of the replacement or repair: 40% for year 3, 60% for year 4, and 80% for years 5. THIS WARRANTY IS GIVEN TO THE ORIGINAL CONSUMER AND TERMINATES UPON TRANSFER OF OWNERSHIP. COMMERCIAL APPLICATIONS ARE EXCLUDED FROM THIS WARRANTY. OWNERHIP. COMMERCIAL APPLICATIONS ARE EXCLUDED FROM THIS WARRANTY. Some components including, but limited to, the spa cover, ozonator, stereo components, speakers and related parts, and fiber optics are not included in this warranty, but are covered under separate warranty from the original manufacturer. Some items, including, but not limited to pump seals are a maintenance item and are covered for manufacturer defects only. Damage caused by weather, poor water chemistry, standing water and/or improper maintenance will not be covered under this warranty. Alterations or replacement of components installed in the spa that are not purchased and/or approved by the MANUFACTURER will terminate the spa warranty.

It is the responsibility of the spa owner to insure that the spa is accessible for repairs. MANUFACTURER is not responsible for any cost associated with making spa accessible for repairs. If parts are required for repair, MANUFACTURER is not responsible for the cost of shipping of parts under the terms of this warranty agreement.

### **PLUMBING WARRANTY**

The plumbing may include all piping, jets and valves. The MANUFACTURER warrants all plumbing parts for a period of 10 years from the original date of purchase. This is a full warranty for the first (5) years, and shall be pro rated for the remaining five years with the original owner responsible for the following percentages of the replacement or repair: 60% for years 6 - 8, and 80% for years 9 & 10. THIS WARRANTY IS GIVEN TO THE ORIGINAL CONSUMER ONLY AND TERMINATES UPON TRANSFER OF OWNERHIP. COMMERCIAL APPLICATIONS ARE EXCLUDED FROM THIS WARRANTY. Jet internals and diverter handles are not covered under this warranty. Damage caused by weather, poor water chemistry, standing water, and/or improper maintenance will not be covered under this warranty.

It is the responsibility of the spa owner to insure that the spa is accessible for repairs. MANUFACTURER is not responsible for any cost associated with making spa accessible for repairs. If parts are required for repair, MANUFACTURER is not responsible for the cost of shipping of parts under the terms of this warranty agreement.

### **COMPONENTS AND PLUMBING WARRANTY PROCEDURES**

THE AquaStorm Customer Care Dept. WILL WORK WITH YOU TO MAKE SURE THAT PROCESS AS SIMPLE AND EASY AS POSSIBLE. TO ENSURE THE EFFICIENT PROCESSING OF COMPONENTS AND PLUMBING CLAIMS, PLEASE FOLLOW THESE STEPS:

1. The technician assigned to service your spa & the AquaStorm Customer Care Dept. must determine whether damage is due to a chemical imbalance or manufacturer's defect. If the damage is due to manufacturer's defect, the MANUFACTURER will warrant the defective part and labor during the warranty period. This does not include any travel or trip charges, troubleshooting or diagnostic charges. Customers living outside the technician's travel area need to be aware that trip charges are their responsibility.
2. AquaStorm Customer Care Dept. will supply necessary parts for service or repair. The technician should troubleshoot and repair the problem. If the technician has a problem with a service call, the technician should call the AquaStorm Customer Care Department for assistance. Upon completion of a warranty job, a Warranty Service Claim (WSC) form should be completely filled out by the service technician.

NOTE: THE SPA SERIAL NUMBER SHOULD BE TAKEN DIRECTLY OFF THE SPA TO ENSURE THAT THE CORRECT WARRANTY IS APPLIED.

3. The warranty service claim must be sent to AquaStorm Customer Care Dept. within 45 days of the date of service. The defective parts must be sent in along with the claim form. An RGA form must be filled out and faxed to AquaStorm Customer Care, who will process the warranty claim(s) within fifteen (15) working days (if claim is received in the proper time frame and the required information is submitted). Claims turned in late or without the proper information will be delayed.

It is the responsibility of the spa owner to insure that the spa is accessible for repairs. MANUFACTURER is not responsible for any cost associated with making spa accessible for repairs. If parts are required for repair, MANUFACTURER is not responsible for the cost of shipping of parts under the terms of this warranty agreement.

## ITEMS NOT COVERED UNDER WARRANTY

The following is a general overview of non-warranty items and work. This is NOT an all inclusive list.

- \* Diagnosis of spa problems
- \* Fuses
- \* Light bulbs of all kinds
- \* Removing spa from structure
- \* Pillows
- \* Filters
- \* Chemical misuse
- \* Jet inserts
- \* Valve Handles
- \* Pump Seals
- \* Draining and filling a tub
- \* Acts of Nature
- \* Travel Charges
- \* any part not purchased with AquaStorm Spas

The spa cover, light bulbs, light lenses, fuses, headrests, cabinet finish, and filters are warranted to be free of defects in workmanship and materials at the time of delivery. Any alterations of the spa that have not been PRE-APPROVED by the MANUFACTURER will void all warranties. If an alteration is approved by the MANUFACTURER, verify that this alteration is covered under warranty. Not all alterations are considered a warranty call. For example, moving the tub to access the problem is not considered a warranty call.

The MANUFACTURER understands that some problems take longer than the allowed time to correct the problem. An authorization number will be required for warranty coverage of extra time. If you are unable to get an authorization from the MANUFACTURER, a detailed description must be included with the warranty claim to get approval for the overtime.

## LIMITATIONS

The AquaStorm Spas warranty is terminated if the spa has been subject to alteration, misuse, or abuse. Misuse or abuse is defined as but not limited to: use of spa in non-residential situation, water temperatures outside the range of 32 to 110 degrees, damage caused by clogged or dirty filters, damage of spa caused by the absence of a hard cover, damage of components from improper pH, use of any type of acid, water left standing, or water chemical imbalance. This warranty is terminated if any repairs have been attempted or made by anyone other than an authorized agent of Aquastorm Spas. This warranty is terminated if any extra components area installed after the manufacturer date.

## DISCLAIMER

No one has the authorization to add, take away, or make any promise of performance or representation not included in AquaStorm's spa warranties that accompany each AquaStorm Spa. AquaStorm would not be taken upon to go by any other warranty. There are no additional warranties, express or implied, which extend beyond the terms of the warranty.

Disclaimer:

The liability of the Manufacturer under this limited warranty, of any, shall not exceed the original amount paid for the original product. Spa owner is required to provide adequate access to the spa for any repair or inspection. AquaStorm Spas will 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 no other rights. No agent, dealer, Service Company, or other parts representative is authorized to change, modify, or extend the terms of this warranty in any manner what so ever.