# LIMITED WARRANTY

### H2X RENEGADE COLD TUBS BY MASTER SPAS

NOTE: This Standard Limited Warranty applies to residential use within the United States and Canada.

# 2 YEARS - SHELL STRUCTURE

Master Spas warrants to the original retail purchaser that the cold tub shell structure manufactured by Master Spas will not leak water due to defects in material or workmanship in the cold tub shell structure for a period of 2 years from the date of the original retail purchase. Master Spas will either provide parts or materials to repair (parts only coverage) or replace the nonconforming cold tub shell structure. In the event of replacement, the cost of labor and equipment for removal and replacement of the unit is the sole responsibility of the Purchaser.

# 2 YEARS - SHELL SURFACE

Master Spas warrants to the original retail purchaser that the acrylic finish will not blister, crack, or delaminate to cause water leakage, for a period of 2 years from the date of original retail purchase resulting from defects in material or workmanship. Master Spas will replace the nonconforming shell (parts only coverage). In the event of replacement, the cost of labor and equipment for removal and replacement of the unit is the sole responsibility of the Purchaser. There is no Shell Surface warranty on blemished units. (Spider cracking in the acrylic is not a defect)

# **1 YEAR - EQUIPMENT**

Master Spas warrants to the original retail purchaser the cold tub equipment (GFCI cord, power distribution box, circulation pump and chiller) should a component of the Equipment fail or malfunction due to defects in material and workmanship for a period of 1 year from the date of the original retail purchase. If a component of the Equipment fails or malfunctions due to a defect in material or workmanship, Master Spas will provide replacement parts to repair or replace the applicable components (parts only).

#### 1 YEAR - PLUMBING & WALL FITTINGS

Master Spas warrants to the original retail purchaser for a period of 1 year from the date of original retail purchase that the plumbing and wall fittings of the cold tub will not leak due to defects in material and workmanship. If the plumbing and wall fitting components leak due to a defect in material or workmanship, Master Spas will provide replacement parts to repair or replace the applicable components (parts only).

# 1 YEAR - LED LIGHT SYSTEM

Master Spas warrants to the original retail purchaser, for a period of 1 year from the date of original retail purchase that the optional, factory installed LED light system will not malfunction due to defects in workmanship and materials (parts only). If the LED light system or any component thereof fails due to defects in material or workmanship, Master Spas will replace the applicable components (parts only).

# 1 YEAR - UV SYSTEM

Master Spas warrants to the original retail purchaser that the factory installed UV system will not malfunction due to defects in materials or workmanship for a period of 1 year from the date of original retail purchase. If the UV system malfunctions due to a defect in materials or workmanship, Master Spas will replace the applicable components (parts only).

#### 1 YEAR - NONSLIP, COMFORT FLOOR SYSTEM

Master Spas warrants to the original retail purchaser that the factory installed Nonslip, Comfort Floor System will not separate from the floor of the cold tub for a period of 1 year (parts only). In the event the adhesion fails causing the pad to come free from the cold tub shell or separation of the pad material occurs; Master Spas will replace the applicable component(s), parts only. Normal discoloring, fading, or wear of the Nonslip, Comfort Floor System is not covered by this limited warranty. Causes of these failures include but are not limited to water conditions, chemical levels or UV exposure. See the owner's manual for proper water chemistry levels, water maintenance and cold tub care for best longevity of your Nonslip, Comfort Floor System. Damage such as cuts, gouges and scrapes caused to the pad from objects would not be covered by this limited warranty.

# **EXCLUSIONS AND LIMITATIONS**

# EXCLUSIONS

This limited warranty is enforceable only by the original retail purchaser from the date of original retail purchase but is voidable if the entire purchase price has not been paid. Light bulbs, light lenses, fuses, covers, pillows or any aftermarket installed accessories are specifically excluded from this limited warranty. All warranties are void if the spa is placed in commercial service unless purchaser has selected the commercial business warranty upgrade at time of purchase. Normal wear and weathering of finishes and components are not defects and specifically excluded from this limited warranty. The cabinet panels are only warranted to be free from defects or damage at the time of delivery. In the event it is necessary to remove the cold tub from the residential premises to repair or replace any warrantable item, any and all cost of cold tub removal and replacement including but not limited to removal of the original cold tub and transportation of the replacement cold tub, damages to landscaping, decking, fencing or other structural alteration, or any cost related to obtaining access to the cold tub are specifically excluded and are the sole responsibility of the purchaser. Cold tub covers are not included or covered by this limited warranty.

# LIMITATIONS

This limited warranty is voidable if the cold tub has been subject to misuse, alteration or attempted alteration, repairs or attempted repairs, not approved by Master Spas, or if a failure or malfunction is due to improper installation, improper water chemistry, improper maintenance or lack of normal maintenance as prescribed in the Master Spas Owner's Manual, an act of God, weather conditions, animals, rodents, pests or any damage from causes beyond the control of Master Spas. Misuse or abuse shall mean operation of the cold tub other than in conformity with the Master Spas Owner's Manual. Such misuse and abuse shall include but not be limited to the following:

• Damage of the cold tub surface and components caused by leaving the cold tub uncovered or due to covering the cold tub with plastic film of any kind.

- Damage to the cold tub surface and components caused by use of a noninsulating cover or an unapproved cover not manufactured by Master Spas when the cold tub is subject to weather conditions and sun.
- Damage to the cold tub surface and components caused by contact with unapproved cleaners or solvents.
- Damage caused by operation of the cold tub at water temperatures outside the range of recommended in the owner's manual.
- Freeze damage.
- Damage caused by unapproved sanitizers such as calcium hypochlorite, sodium hydroxide, "tri-chlor" type chlorines or any sanitizing chemical that may remain undissolved on the cold tub surface.
- Damages or malfunction due to a dirty, clogged, calcified filters or use of an unapproved filter cartridge.
- Damages or malfunction caused by failure to provide even, proper support for the cold tub.
- Damages or malfunction caused during installation of the cold tub.
- Damages or malfunction caused by use of unapproved filter cartridges.
- Damages or malfunction caused due to moving the cold tub to a different location from its original installation.

# WARRANTY REGISTRATION AND WARRANTY CLAIM PROCEDURE

The original purchaser should register their cold tub purchase within 10 days from the date of original retail purchase to establish proof of purchase with Master Spas. Failure to register does not void this limited warranty but, upon any warranty claim, proof of purchase must first be provided to confirm the original retail purchase date to the original retail purchaser. Cold tub Registration can be submitted online at masterspas.com/resources. In the event of a warranty claim of a defect or malfunction covered under the provisions of this limited warranty, the original retail purchaser must notify in writing the retail dealer or Master Spas Customer Service department within ten (10) days of the initial malfunction or discovery of defect. If the retail dealer does not provide support, then the purchaser should contact

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Master Spas Customer Service department, via the web site, or provide written notice of the malfunction or defect at the address below. Upon notice of the warranty claim, the retail dealer or Master Spas Customer Service department will work with the retail purchaser to troubleshoot and determine if the claimed malfunction or defect is a covered malfunction or defect under this limited warranty. This limited warranty covers parts to repair or replace applicable components. If the retail purchaser does not feel comfortable with, knowledgeable or skilled to troubleshoot or make repairs, the retail purchaser should find and hire a local contractor (such as a local licensed electrician or HVAC technician) to assist them. In the event the retail purchaser does so, a copy of the repair invoice may be submitted to Master Spas Customer Service Department for consideration of up to \$125.00USD labor reimbursement (lesser of either the invoiced labor or up \$125.00 maximum) per claimed problem(s) case. The arrangements made with 3rd party, local contractor is sole responsibility of the purchase and made between the purchaser and their chosen 3rd party contact. Master Spas will assist with troubleshooting and provide applicable parts/components per the terms defined in this limited warranty. Repeat trips, made by a hired service contact, that may occur, will only be considered for reimbursed as 1 overall claim per problem case (lesser or maximum of \$125 per claim case). If it is determined that the malfunction is not covered by this limited warranty, the cost of the service, that the purchaser arranged and paid 3rd party, and any component(s) shipped by Master Spas would be the sole responsibility of the purchaser. If it is determined that the malfunction or defect is covered under this limited warranty, Master Spas will cover the applicable replacement components/items. In the event of cold tub replacement, the replacement cold tub will carry the balance of the original cold tub limited warranty from the original retail purchase date. In addition, access charges will be assessed if the cold tub is not reasonably accessible for inspection, repair or replacement. This limited warranty is extended only to the

original retail purchaser and is not transferable. This limited warranty becomes void upon the transfer of ownership of the cold tub or moving of the cold tub to a different location, outside the country of original purchase.

#### NOTICE: ANY DAMAGE TO THE COLD TUB CAUSED FROM MOVING THE COLD TUB IS EXCLUDED FROM THIS LIMITED WARRANTY.

**DISCLAIMERS: MASTER SPAS LLC. NEITHER** ASSUMES NOR DO WE AUTHORIZE ANY OTHER PERSON TO ASSUME FOR US. ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF COLD TUBS MANUFACTURED BY MASTER SPAS. THIS I IMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO A PURCHASER AND MASTER SPAS SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM MISUSE OF THE COLD TUB OR CAUSED BY ANY DEFECT, FAILURE OR MALFUNCTION OF THE COLD TUB. WHETHER A CLAIM IS BASED UPON WARRANTY, CONTRACT, NEGLIGENCE OR OTHERWISE. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THIS LIMITED WARRANTY SPECIFICALLY EXCLUDES ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, OTHERWISE ALL IMPLIED WARRANTIES ARE LIMITED IN DURATION TO TWO (2) YEARS FROM THE ORIGINAL DATE OF RETAIL PURCHASE. SOME STATES DO NOT ALLOW THE LIMITATION OF THE DURATION OF IMPLIED WARRANTIES, SO THIS LIMITATION MAY NOT APPLY TO YOU. THERE ARE

NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, OF ANY KIND OR NATURE WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. SOME STATES DO NOT ALLOW THE LIMITATIONS OF REMEDIES SO THESE LIMITATIONS MAY NOT APPLY TO YOU.

If your cold tub is designated by Master Spas and/or purchased as a "blem", "blemished", or "refurbished" model, the cold tub is sold "as-is" with regards to cosmetic appearances and will have no Shell Surface warranty of the cold tub. Other sections of the warranty including shell structure, equipment, and noted parts, remains in full as outlined above.