

LIMITED WARRANTY

MICHAEL PHELPS LEGEND SERIES

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



10 YEARS - SPA STRUCTURE

Master Spas warrants to the original retail purchaser the structural integrity of the spa against water loss from the spa due to defects in material or workmanship, in the spa structure for a period of 10 years from the date of the original retail purchase. Master Spas will either repair, including the parts and labor to repair the spa structure, or replace the nonconforming Spa 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.

7 YEARS - SHELL SURFACE

Master Spas warrants to the original retail purchaser that the acrylic finish will not blister, crack or delaminate for a period of 7 years from the date of original retail purchase as a result of defects in material or workmanship. Master Spas will either repair, including the parts and labor to repair the shell surface, or replace the nonconforming shell. 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.

5 YEARS - EQUIPMENT

Master Spas warrants to the original retail purchaser the spa equipment (pumps, heater and control system) should a component of the Equipment Pack fail or malfunction due to defects in material and workmanship, for a period of 5 years from the date of the original retail purchase. Master Spas will either repair or replace the applicable component, including replacement parts and labor to install them (parts and labor).

5 YEARS - PLUMBING

Master Spas warrants to the original retail purchaser for a period of 5 years from the date of original retail purchase that the plumbing of the spa will not leak due to defects in material and workmanship (Master Spas will provide replacement parts and labor to repair or replace the applicable components).

5 YEARS - JETS

Jet internals are warranted against malfunctions due to defects in material for a period of 5 years from the date of original retail purchase (Master Spas will provide replacement jet internal parts only). The cost of shipping and installation of any jet internals is the sole responsibility of the purchaser. After initial delivery and startup, discoloring or fading of the plastics, corrosion of any stainless steel components and sticking/seizing of the adjustable jet internals or their spinning nozzles are specifically excluded from these warranty terms.

5 YEARS/LIFETIME - SKIRTING* (DreamStone™)

Master Spas warrants to the original retail purchaser that the optional DreamStone™ skirting will not crack or rip due to defects in material for a period of 5 years from the date of the original retail purchase. Master Spas warrants to the original retail purchaser only that the DuraMaster Polymer™ skirting will not crack or rip for the life of the spa. Bowing that can occur under some conditions is considered normal and excluded by this limited warranty. Normal wear and weathering that occur overtime are not defects. If the skirting on the spa fails due to defects in materials or workmanship, Master Spas will replace the applicable skirting components (parts only). The cost of shipping and installation of any replacement skirting is the sole responsibility of purchaser.

3 YEARS - NONSLIP, COMFORT FLOOR SYSTEM*

MasterSpas warrants to the original retail purchaser that the factory installed Nonslip, Comfort Floor System will not separate from the floor of the spa for a period of 3 years. In

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the event the adhesion fails causing the pad to come free from the spa shell or separation of the pad material occurs; MasterSpas will either repair or 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 spa owner's manual for proper water chemistry levels, water maintenance and spa care for best longevity of your Nonslip, Comfort Floor System. Damage such as cuts, gouges and scrapes caused to the pad from objects or equipment brought into the spa would not be covered by this limited warranty. Nonslip, Comfort Floor System purchased and installed after the spa was manufactured by MasterSpas is not covered by this limited warranty.

2 YEARS PARTS/1 YEAR LABOR - LED LIGHT SYSTEM*

Master Spas warrants to the original retail purchaser, for a period of 2 years 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). If the LED light system or any component there of fails due to defects in material or workmanship, Master Spas will either repair or replace the applicable components. This limited warranty on LED light systems covers the labor for a period of 1 year from the date of retail purchase. After 1 year, the purchaser is solely responsible for any labor costs associated with the repair or replacement of an applicable component.

1 YEAR - CABINET LIGHT

Master Spas warrants to the original retail purchaser, for a period of 1 year from the date of original retail purchase, that the, factory installed Cabinet Light system in the spa skirt will not malfunction due to defects in workmanship and materials. If the Cabinet Light system or any of its components thereof has malfunctioned due to defects in workmanship or materials, Master Spas will either repair or replace the applicable components of the Cabinet Light system (parts and labor).

1 YEAR - OZONATOR*

Master Spas warrants to the original retail purchaser that the factory installed ozonator 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 ozonator malfunctions due to a defect in materials or workmanship, Master Spas will either repair or replace the applicable components including parts and labor.

1 YEAR - MAST3RPUR SYSTEM*

Master Spas warrants to the original retail purchaser that the factory installed Mast3rPur 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 Mast3rPur system malfunctions due to a defect in materials or workmanship, Master Spas will either repair or replace the applicable components including parts and labor.

1 YEAR/30 DAYS - MASTER CLEAR SALT SYSTEM*

Master Spas warrants to the original retail purchaser that the factory installed Master Clear Salt System (main controller and factory installed harnesses) 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 Master Clear Salt System were to malfunction due to a defect in materials or workmanship, Master Spas will repair or replace the applicable components including parts and labor. The replaceable, consumable Smart Cell generator for the Master Clear Salt System is excluded

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from this limited warranty. If the salt system Smart Cell generator malfunctions within 30 days from the date of original purchase due to a defect in materials or workmanship, Master Spas will repair or replace the Smart Cell generator (parts only).

1 YEAR/90 DAYS - AUDIO EQUIPMENT*

Master Spas warrants to the original retail purchaser, the optional stereo and enclosure components within the audio system against malfunctions due to defects in material and workmanship for a period of 1 year (parts). This limited warranty on all optional Audio Equipment covers labor for a period of 90 days from the date of original retail purchase. After 90 days, the purchaser is solely responsible for any labor costs associated with the repair or replacement of any applicable audio components. Master Spas shall not be responsible for any damages or losses to any accessories (not supplied by Master Spas), including but not limited to iPods or similar systems, caused by a defect or malfunction of any Master Spas supplied component.

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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 to the retail dealer. Light bulbs, light lenses, fuses, overlays/labels, covers, spa pillows or any dealer installed accessories are specifically excluded from this limited warranty. All warranties are void if the spa is placed in commercial service. Any spa in service at a residential rental property, the warranty periods are reduced as follows: any warranty period of 4 years or more, are reduced to 2 years; any warranty period of 2 to 3 years, are reduced to 1 year; any warranty periods of 1 year or less, remain the same. Normal wear and weathering of finishes and components are not defects and specifically excluded from this limited warranty. In the event it is necessary to remove the spa from the residential premises to repair or replace any warrantable item, any and all cost of spa removal and replacement including but not limited to removal of the original spa and transportation of the replacement spa, damages to landscaping, decking, fencing or other structural alteration, or any cost related to obtaining access to the spa are the sole responsibility of the purchaser. Spa covers are not included or covered by this spa warranty.

LIMITATIONS

This limited warranty is voidable if the spa has been subject to misuse, alteration or attempted alteration, repairs or attempted repairs by a non-approved service center 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 MasterSpas Owner's Manual, an act of God, weather conditions, animals, rodents, pests or any damage from causes beyond the control of MasterSpas. Misuse or abuse shall mean operation of the spa other than in conformity with the MasterSpas Owner's Manual. Such misuse and abuse shall include but not be limited to the following:

- Damage of the spa surface and components caused by leaving the spa uncovered or due to covering the spa with plastic film of any kind.
- Damage to the spa surface and components caused by use of a non-insulating cover or an unapproved cover not manufactured by MasterSpas when the spa is subject to weather conditions and sun.
- Damage to the spa surface and components caused by contact with unapproved cleaners or solvents.
- Damage caused by operation of the spa at water temperatures outside the range of 34° F -104° F.
- 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 spa 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 spa.
- Damages or malfunction caused during installation of the spa.
- Damages or malfunction caused by use of unapproved filter cartridges.

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WARRANTY REGISTRATION AND WARRANTY CLAIM PROCEDURE

The original retail purchaser should register their spa purchase within 10 days from the date of original retail purchase to establish proof of purchase with MasterSpas. Failure to register does not void this limited warranty but, upon any warranty claim, proof of purchase must first be provided to confirm original retail purchase date to the original retail purchaser. Spa Registration can be submitted online at www.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 first notify in writing the retail dealer who sold the spa within ten (10) days of the initial malfunction or discovery of defect. If the retail dealer does not provide service, then the purchaser should contact MasterSpas customer service department, via the website, or provide written notice of the malfunction or defect at the address below. Upon notice of the warranty claim, the retail dealer or an approved independent service center representative will arrange inspection of the spa with the retail purchaser to determine if the claimed malfunction or defect is a covered malfunction or defect under this limited warranty. If it is determined that the malfunction is not covered by this limited warranty, the cost of the service call is the sole responsibility of the purchaser. If it is determined that the malfunction or defect is covered under this limited warranty, MasterSpas through the retail dealer, or approved independent service center will repair or replace the covered item. In the event of spa replacement, the replacement spa will carry the balance of the original spa warranty from the original retail purchase date. MasterSpas reserves the right for its dealers or approved service centers to collect from the retail purchaser reasonable travel expenses. In addition, access charges will be assessed if the spa 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 spa or moving of the spa to a different location.

DISCLAIMERS

MASTERSPAS LLC, NEITHER ASSUMES NOR DO WE AUTHORIZE ANY OTHER PERSON TO ASSUME FOR US, ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF SPAS MANUFACTURED BY MASTERSPAS. THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO A PURCHASER AND MASTERSPAS SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM MISUSE OF THE SPA OR CAUSED BY ANY DEFECT, FAILURE OR MALFUNCTION OF THE SPA, 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 spa is designated by MasterSpas as a "Blem" or as "Blemished", the Shell Surface is not warranted and the spa is purchased "As Is" regarding any cosmetic blemishes.



6927 Lincoln Parkway, Fort Wayne IN 46804
800 860 7727 masterspas.com