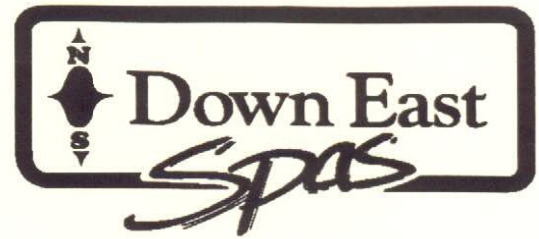


# DOWN EAST SPAS

## EXTENDED LIMITED WARRANTY



*DOWN EAST SPAS EXTENDS THE FOLLOWING WARRANTIES TO THE ORIGINAL PURCHASERS OF ITS PORTABLE SPAS*

**STRUCTURAL AND SURFACE WARRANTIES MODELS:** Down East Spas warrants the acrylic finish against defects in material and workmanship and specifically against blistering, cracking or delamination for the period of seven (7) years from the original purchase date to the original purchaser. If in Down East Spas opinion, the surface proves to be defective during this period, Down East Spas will repair or at its option replace the defective spa shell without charge to the customer. If in Down East Spas opinion, the structure proves to be defective during this period, Down East Spas will repair or at its option replace the defective structure without charge to the customer.

**PLUMBING, EQUIPMENT & SKIRTING:** Down East Spas warrants that the plumbing of the spa will remain free from leaks for the period of five (5) years from the date of purchase to the original purchaser. Down East Spas warrants the equipment pack (pumps, heater, control system) against malfunction and defects in material or workmanship for a period of five (5) years from the date of purchase. Down East Spas warrants the wood skirting surrounding the spa to be free from defects in material and workmanship at the time of purchase. Because wood is a natural product and subject to weathering, any fading, crazing, cracking or warping of the wood finish is not covered.

**EXTENT OF WARRANTY:** This Limited Warranty applies to portable spas manufactured after August 1996 and sold by authorized Down East Spas dealers to residential retail customers. This Limited Warranty is given only to the first retail purchaser and terminates upon any transfer of ownership. No warranty is provided on light bulbs, light lenses, covers, spa pillows, or any other dealer installed accessories. Costs of installation, removal and/or shipping of the spa are not covered by this Limited Warranty. In the event Down East Spas deems it necessary the removal of the spa to a place of repair or that the spa must be replaced, any and all costs of spa removal and replacement; landscaping, decking, fencing, and/or structure removal, alteration and/or replacement; or other costs of providing access to the spa will be done by the purchaser. This Limited Warranty applies only to spas in single-family, residential installations. This Limited Warranty becomes void if the spa is placed in commercial service.

**TERMS, CONDITIONS AND LIMITATIONS:** This warranty becomes void if the spa has been subjected to misuse, alteration or attempted alteration, repairs or attempted repairs by anyone other than a Down East Spas employee or an Authorized Service Agent. Improper installation, improper water chemistry, improper maintenance, act of God, or other damage from causes beyond the control of Down East Spas. Misuse and abuse shall include any operation of the spa other than as directed in the Down East Spas Owner's Manual. Examples of misuse and abuse include, without limitation: · Damage of the spa surface caused by leaving the spa uncovered while the spa is empty of water or due to covering the spa with Plastic film of any kind. · Damage to the spa surface caused by contact with unapproved cleaners or solvents. · Damage caused by operation of the spa at water temperature outside the range of 34 degree F - 104 degree F. · Damage caused by unapproved sanitizers such as calcium hypochlorite, sodium hypochlorite, "tri-chlor" type chlorines, or any sanitizing chemical that may remain undissolved on the spa surface. · Damage caused by improper water chemistry or improper pH. · Damage due to dirty, clogged or calcified filter cartridge. · Damage caused by failure to provide even, sufficient support for the spa. Purchaser must send the completed Warranty Registration Card to Down East Spas within thirty (30) days of installation.

**WARRANTY PERFORMANCE:** In the event of a defect covered under the terms of this Limited Warranty, notify your authorized Down East Spas dealer. A Down East Spas authorized service technician will repair the spa subject to the Terms and Conditions of this Limited Warranty. Use all reasonable means to protect the spa from further damage. Reasonable travel charges may be assessed by Down East Spas or its authorized service technician if the spa is located outside the nearest authorized service technician's service area.

**DISCLAIMERS AND LEGAL RIGHTS:** Down East Spas or any of its authorized dealers or authorized service technicians shall not be held liable for injury, inconvenience, loss of use, chemical or water damage, transportation cost, contingent liabilities or any other incidental or consequential cost, expenses or damages as the result of any deficiency or alleged deficiency of the spa. In no event shall Down East Spas be liable, for any reason or cause, in excess of the amount paid for the product. No other warranties, expressed or implied are valid. No agent, dealer, distributor, service company, or other party is authorized to change, modify or extend the terms of this Limited Warranty in any manner whatsoever. Some states do not allow the exclusion or limitation of incidental or consequential damages, so this exclusion or limitation may not apply to you. This Limited Warranty gives you specific legal rights and may also have other legal rights which vary from state to state.

*Down East Spas, 6927 Lincoln Parkway, Fort Wayne, Indiana 46804 (219)436-9100*

*Revised 01/00*