THERAPOOL SPAS



Manufactured by Master Spas, Inc. 6927 LINCOLN PARKWAY, FORT WAYNE, IN 46804 800-860-7727

LIMITED WARRANTY

THIS LIMITED WARRANTY IS EXTENDED TO THE ORIGINAL RETAIL PURCHASER OF A THERAPOOL SPA:

<u>STRUCTURAL INTEGRITY AND SURFACE FINISH</u>: The surface finish is warranted not to blister, crack or delaminate due to defects in material and workmanship for a period of three (3) years from the date of original retail purchase (repair or replacement). If a warrantable defect occurs, the spa shell will be repaired or replaced at the option of the manufacturer.

PLUMBING AND EQUIPMENT PACK: The plumbing of the Therapool Spa is warranted to the original retail purchaser to remain free from leaks due to defects in material and workmanship for a period of one (1) year from the date of original retail purchase (Parts and Labor). The equipment pack (pumps, heater, 15 amp GFCI power cord and control system) are warranted against malfunction, due to defects in material and workmanship to the original retail purchaser for a period of one (1) year from the date of original retail purchase (Parts and Labor). Jet internals are warranted to be free of defects in material and workmanship for a period of one (1) year from the date of original retail purchase (Parts only). If a warrantable defect occurs, the defective item will be repaired or replaced at the option of Master Spas.

SKIRTING: Master Spas warrants the skirting to be free from cracking, ripping, or breaking for a period of one (1) year from the date of original retail purchase (Parts only).

LIMITATIONS: This limited warranty applies to portable spas manufactured by Master Spas and sold by a Therapool Spas' dealer to residential retail customers only. This limited warranty is void if the Therapool Spa is used for commercial purposes. This limited warranty is extended only to the original retail purchaser. This limited warranty becomes void upon the transfer of ownership of the spa or moving of the spa to a different location. Light bulbs, fuses, covers, or any dealer installed accessories are specifically excluded from this limited warranty. Cost of installation, removal and/or shipping of the spa, or replacement parts are not covered by this limited warranty and are the sole responsibility of the purchaser. In the event it is necessary to remove the spa to perform a covered repair, or if the spa must be replaced, any and all costs of spa removal and replacement, including but not limited to labor, landscaping, decking, fencing or other costs associated with the removal and replacement of the spa are the sole responsibility of the purchaser. When attempting to inspect, repair or replace if it is necessary to incur cost to obtain access to the spa, any such cost to obtain access shall be the sole responsibility of the purchaser.

EXCLUSIONS: This limited warranty specifically excludes defects or malfunctions if it is determined that the spa has been subject to misuse, alteration or attempted alteration, repairs or attempted repairs by a non-authorized representative of the manufacturer; improper installation, improper water chemistry, improper maintenance, an act of God or other damage from causes beyond the control of Master Spas during the manufacturing process. In addition, this limited warranty is void if it is determined that this spa has been subject to misuse or abuse; or the owner has operated the spa other than in conformity with the Therapool Spas owner manual, such as but not limited to: leaving the spa uncovered while the spa is empty, covering the spa with plastic film of any kind, use of unapproved cleaners or solvents, operation of the spa at water temperatures outside the range of 34° F - 104° F, the use of unapproved sanitizers, failure to maintain proper water chemistry, operation of the spa outside specified voltage requirements in Therapool Spas owner's manual or any other improper use. Any damaged caused by freezing is specifically excluded from this limited warranty.

WARRANTY REGISTRATION AND CLAIMS: The original retail purchaser must send in a completed warranty registration card to Master Spas, Inc. or register on line at www.masterspas.com within ten (10) days of the date of original installation. 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 the retail dealer who sold the spa or Master Spas within ten (10) days of the malfunction. Upon notice of a warranty claim, the dealer, or an authorized representative of Master Spas will inspect the spa in a reasonable time after the initial notification to determine if the malfunction or failure is a covered malfunction or defect under this limited warranty. If it is determined that the malfunction or defect is covered under this limited warranty. Master Spas through its dealer or an authorized representative will repair or replace the covered item in conformity with this limited warranty. If a service call is fielded and determined by the Dealer to be a non-warranty service call, 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, Master Spas through its Dealer or an authorized representative will repair or replace the covered item in conformity with this limited representative will repair or replace the covered item in conformity with this limited warranty. Master Spas through its Dealer or an authorized representative will repair or replace the covered item in conformity with this limited representative will repair or replace the covered item in conformity with this limited warranty. Master Spas through its Dealer or an authorized representative will repair or replace the covered item in conformity with this limited warranty. Master Spas through its Dealer or an authorized representative will repair or replace the covered item in conformity with this limited warranty. Master Spas is not reasonably accessable

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DISCLAIMERS: Master Spas 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 Master Spas. THIS LIMITED 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 SPA OR CAUSED BY ANY DEFECT, FAILURE OR MALFUNCTION OF THE SPA, WHETHER A CLAIM IS BASED UPON WARRANTY, CONTRACT, NEGLIGENCE OR OTHERWISE. Some jurisdictions 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 one (1) year from the original date of retail purchase. THERE ARE NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, OF ANY KIND OR NATURE WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF.

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