

LIMITED WARRANTY

MICHAEL PHELPS SIGNATURE SWIM SPAS

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BY MASTER SPAS

NOTE: This Standard Limited Warranty applies to residential use within the United States and Canada. If you purchased or acquired an Extended Limited Warranty, please see the Extended Limited Warranty either included with the owner's manual packet or provided by your retailer.

10 YEARS - SWIM SPA STRUCTURE

Master Spas warrants to the original retail purchaser the structural integrity of the swim spa against water loss from the swim spa due to defects in material or workmanship, in the swim spa structure for a period of 10 years from the date of the original retail purchase (parts and labor to repair or replace the swim spa shell or any part of the structure).

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 or replace the nonconforming shell, including labor to repair or replace the nonconforming shell. (No Shell Surface Warranty on blemished units).

5 YEARS - EQUIPMENT

Master Spas warrants to the original retail purchaser the swim 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 swim 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). Jet internals are warranted against malfunctions due to defects in material and workmanship 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.

5 YEARS/LIFETIME - SKIRTING* (MasterTech™ & DreamStone™ / DuraMaster Polymer™)

Master Spas warrants to the original retail purchaser that the optional MasterTech™ and 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 swim 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 swim 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.

2 YEARS - WAVE PROPULSION SYSTEM*

Master Spas warrants to the original retail purchaser that the Wave Propulsion System (propeller drive and all associated components/mountings that operate it including, but not limited to, the Wave control panel and motor) will not malfunction due to defects in material and workmanship for a period of 2 years from the date of the original retail purchase. Master Spas will repair or replace the applicable components, including labor to install (parts and labor).

*If equipped. Options vary by model.

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3 YEARS -SOFTTREAD™ FLOOR SYSTEM BY SWIMDEK®*

Master Spas warrants to the original retail purchaser that the factory installed SoftTread Floor System by SwimDek will not separate from the floor of the swim spa for a period of 3 years. In the event the adhesion fails causing the pad to come free from the swim spa shell or separation of the pad material occurs; Master Spas will either repair or replace the applicable component(s) including parts and labor. Normal discoloring, fading, or wear of the SoftTread Floor System by SwimDek 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 swim spa owner's manual for proper water chemistry levels, water maintenance and swim spa care for best longevity of your SoftTread Floor System by SwimDek. Damage such as cuts, gouges and scrapes caused to the pad from objects or exercise equipment brought in to the swim spa would not be covered by this limited warranty. SoftTread Floor System by SwimDek purchased and installed after the swim spa was manufactured by Master Spas is not covered by this limited warranty.

SoftTread is a registered trademark of Hyperform, Inc. dba SwimDek

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). If the LED light system or any component thereof 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 - WAVE LIGHTING*

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 Wave Lighting system in the swim spa skirt will not malfunction due to defects in workmanship and materials. If the Wave Lighting 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 Wave Lighting 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/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.

*If equipped. Options vary by model.

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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. Light bulbs, light lenses, fuses, covers, swim spa pillows or any dealer installed accessories are specifically excluded from this limited warranty. All warranties are void if the swim spa is placed in commercial service. 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 swim spa from the residential premises to repair or replace any warrantable item, any and all cost of swim spa removal and replacement including but not limited to removal of the original swim spa and transportation of the replacement swim spa, damages to landscaping, decking, fencing or other structural alteration, or any cost related to obtaining access to the swim spa are the sole responsibility of the purchaser. Swim spa covers are not included or covered by this swim spa warranty.

LIMITATIONS

This limited warranty is voidable if the swim 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 Master Spas Owner's Manual, an act of God, weather conditions or other damage from causes beyond the control of Master Spas. Misuse or abuse shall mean operation of the swim spa 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 swim spa surface and components caused by leaving the swim spa uncovered or due to covering the swim spa with plastic film of any kind.
- Damage to the swim spa surface and components caused by use of a non-insulating cover or an unapproved cover not manufactured by Master Spas when the swim spa is subject to weather conditions and sun.
- Damage to the swim spa surface and components caused by contact with unapproved cleaners or solvents.
- Damage caused by operation of the swim 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 swim 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 swim spa.
- Damages or malfunction caused during installation of the swim 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 swim spa 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 original retail purchase date to the original retail purchaser. Swim 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 swim 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 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 an approved independent service center representative will arrange inspection of the swim 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, Master Spas through the retail dealer, or approved independent service center will repair or replace the covered item. In the event of swim spa replacement, the replacement swim spa will carry the balance of the original swim spa warranty from the original retail purchase date. Master Spas 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 swim 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 swim spa or moving of the swim spa to a different location.

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 SWIM 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 SWIM SPA OR CAUSED BY ANY DEFECT, FAILURE OR MALFUNCTION OF THE SWIM 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 SWIM SPA IS DESIGNATED BY MASTER SPAS AS A "BLEM" OR AS "BLEMISHED", THE SHELL SURFACE IS NOT WARRANTED AND THE SWIM SPA IS PURCHASED "AS IS" REGARDING ANY COSMETIC BLEMISHES.



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