LIMITED WARRANTY

H2X THERAPOOL MODELS

H2X®
FITNESS SWIM SPAS

Note: This International Limited Warranty applies to residential use outside of the United States and Canada.

7 YEARS - SWIM SPA STRUCTURE

MasterSpas 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 7 years from the date of the original retail purchase. MasterSpas 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.

5 YEARS - SHELL SURFACE

MasterSpas warrants to the original retail purchaser that the acrylic finish will not blister, crack or delaminate for a period of 5 years from the date of original retail purchase as a result of defects in material or workmanship. MasterSpas 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.

3 YEARS - EQUIPMENT

MasterSpas 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 3 years from the date of the original retail purchase. MasterSpas will either repair or replace the applicable component, including replacement parts and labor to install them (parts and labor).

3 YEARS - PLUMBING

MasterSpas warrants to the original retail purchaser for a period of 3 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 (MasterSpas will provide replacement parts and labor to repair or replace the applicable components).

3 YEARS - JETS

Jet internals are warranted against malfunctions due to defects in material for a period of 3 years from the date of original retail purchase (MasterSpas 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.

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 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; MasterSpas will either repair or replace the applicable component(s) including parts and labor. 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 swim spa owner's manual for proper water chemistry levels, water maintenance and swim 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 exercise equipment brought in to the swim spa would not be covered by this limited warranty. Nonslip, Comfort Floor System purchased and installed after the swim spa was manufactured by MasterSpas is not covered by this limited warranty.

*If equipped. Options vary by model.

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LIFETIME - SKIRTING* (DuraMaster Polymer™)

MasterSpas warrants to the original retail purchaser 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, MasterSpas will replace the applicable skirting components (parts only). The cost of shipping and installation of any replacement skirting is the sole responsibility of purchaser.

1 YEAR - LED LIGHT SYSTEM*

MasterSpas 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 and labor). If the LED light system or any component thereof fails due to defects in material or workmanship, MasterSpas will either repair or replace the applicable components.

1 YEAR - OZONATOR*

MasterSpas 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, MasterSpas will either repair or replace the applicable components including parts and labor.

1 YEAR - AUDIO EQUIPMENT*

MasterSpas 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 1 year from the date of original retail purchase. After 1 year, the purchaser is solely responsible for any labor costs associated with the repair or replacement of any applicable audio components. MasterSpas shall not be responsible for any damages or losses to any accessories (not supplied by MasterSpas), including but not limited to iPods or similar systems, caused by a defect or malfunction of any MasterSpas supplied component.

1 YEAR - UV*

MasterSpas warrants to the original retail purchaser that the factory installed UV light 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 light malfunction due to a defect in materials or workmanship, MasterSpas will either repair or replace the applicable components including parts and labor.

*If equipped. Options vary by model.

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 to the retail dealer. Light bulbs, light lenses, fuses, overlays/labels, covers, swim spa pillows, exercise kit/equipment, unwired factory supplied GFCI (H2X Challenger only) 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. Any swim 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 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 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 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 MasterSpas 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.

LIMITED WARRANTY

EXCLUSIONS AND LIMITATIONS

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 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. 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 MasterSpas 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, MasterSpas 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. 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 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

MASTERSPAS 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 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 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 MASTERSPAS AS A “BLEM” OR AS “BLEMISHED”, THE SHELL SURFACE IS NOT WARRANTED AND THE SWIM SPA IS PURCHASED “AS IS” REGARDING ANY COSMETIC BLEMISHES.

MASTERSPAS®

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