

# WARRANTY CARD

for Portable Spas & Swim Spas



The Spa Warranty is one of the best in its class. The Spa Warranty is also not prorated, meaning the warranty is as strong at the end of the term as it is in the beginning. Spa Industries Global extends warranty coverage solely to the original end-user purchaser ("Owner") of any portable Spa manufactured on or after January 1, 2020 and later models installed for residential use in Australia and New Zealand. Our warranty is given in addition to the Consumer Guarantees and does not exclude them.

## 10-Year Shell Structure Warranty

Spa Industries Global warrants the spa shell against degradation for 10 years from the original retail purchase date of the spa. After two years from the original spa purchase date, the defective spa must be sent to Spa Industries Global at the owner's expense and all warranty issues will be repaired at no charge. This warranty specifically covers leaks from the spa shell due to structural issues.

## Two-Year Shell Surface Warranty

Spa Industries Global warrants the surface finish of the spa not to crack, fade, wrinkle, blister, peel or delaminate for two years from the original spa purchase date. This warranty specifically covers the spa shell surface, and the repair method is at the discretion of Spa Industries Global.

## Two-Year EternaWood™ Cabinet and TuffBase™ Warranty

Spa Industries Global warrants the EternaWood™ cabinet sections of the spa against degradation, warping and cracking for two years from the original spa purchase date. This warranty specifically covers the cabinet corners, doors and side panels and the moulded spa base. The doors and corners are deemed easily removed components, and when found defective, will be replaced free of charge at your authorised Spa Industries Global Dealer or by sending the defective component(s) to Spa Industries Global spa for replacement.

## 100-Year TuffFrame™ Structural Warranty (Portable Spas ONLY)

Spa Industries Global warrants the frame against defects in materials and workmanship for a period of 100 years. This warranty covers injection moulded plastic frame parts for a period of 100 years and labour for 2 years.

## 25 Year Structural Warranty (Swim Spas ONLY)

Spa Industries Global warrants the steel frame against defects in materials and workmanship for a period of 25 years. This warranty covers the steel frame parts for a period of 25 years and labour for 2 years.

## Two Year Equipment Warranty

With the exception of intentional damage, Spa Industries Global unconditionally warrants the electrical and mechanical equipment (excluding the Stereo System, Wi-Fi and External Heaters) of the spa, along with its associated piping and fittings, against failure that would require repair or replacement for two years from the original spa purchase date. This warranty specifically covers the pump(s), heater, control system (including fuses), LED light, ozone unit, jets, stainless steel escutcheons, filter caps and other mechanical equipment, and leaks from any component or plumbing fitting located beneath the spa shell. Defective components that are easily removed from the spa, such as the LED light, jet nozzles, divertor valve caps, air control caps, filter covers and other mechanical equipment that can be readily replaced by the customer and do not require specialised tools or knowledge or create personal safety issues, all of which are deemed easily removable components, will be repaired or replaced free of charge at your authorised Spa Industries Global Dealer or by sending the defective component(s) to Spa Industries Global for replacement.

## Other Warranties

- Spa Industries Global warrants the stereo system and blower against defects in materials and workmanship for one year from the original spa purchase date.
- Spa Industries Global warrants the spas headrests and filter cartridge(s) against defects in materials and workmanship through time of delivery.
- Spa covers and all other spa accessories attached to the spa after date of manufacture are not covered by this limited warranty. Please refer to the manufacturer of such products for information regarding warranty coverage.

## Warranty Performance

Spa Industries Global or its authorised agent will repair or replace any malfunction or defective component, on the spa, that are covered under the terms of this warranty and was purchased from an authorised Spa Industries Global dealer. In doing so, Spa Industries Global reserves the right, at its option, to either repair or replace the defective spa or component. If Spa Industries Global determines that the repair of the defect is not feasible, we reserve the right to, instead, provide a replacement spa equal in value to the original purchase price of the defective spa. In such an event, costs for removal of the defective spa, shipping costs of the replacement spa and delivery will be the responsibility of the spa owner. Spa Industries Global reserves the right to use either new or reconditioned replacement components. The servicing dealer may charge you a reasonable travel mileage fee for travel outside a 50 km radius from the place of purchase. Any repair or replacement shall provide no new warranty coverage but shall retain only the remaining portion of the original product's warranty. To obtain warranty service, contact your authorised Spa Industries Global Dealer or Spa Industries Global and submit proof of purchase. If no proof of purchase, warranty will be deemed to be from the manufacturer's date. Any defective spa or component sent directly to the factory for warranty repair must be pre-authorised by Spa Industries Global and must be sent freight prepaid. Return freight will be paid by Spa Industries Global on all warranted components and spas, excluding any spa returned that is more than two years after its purchase date. If the entire spa is sent to the factory for repair, all costs of removing and re-installing the spa at spa owner's location will be the responsibility of the spa owner. Repair or replacement, as described above, shall be Spa Industries Global sole liability for any breach of this warranty.

## Exclusions

With the exception of the Two-Year Equipment Warranty, the spa warranty is void if any of the following occur:

- the spa has been subject to alteration, neglect, misuse, or abuse.
- any repairs are attempted by anyone other than an authorised agent of Spa Industries Global.
- the spa has been used in a non-residential application or in an application for which it was not designed. (Warranty on all components reduced to 12 months for Commercial Use).

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- damage is caused by an Act of God or any other cause beyond the control of Spa Industries Global.
- damage is caused by the addition or use of any non-genuine mechanical or electrical component, or chemical substance.
- damage is caused by shipping, moving, mishandling, improper installation, or electrical hook-up by someone other than a licensed Electrician.
- damage to the spa shell is caused by excessive heat build-up due to failure to cover spa while empty of water and/or exposed to direct sunlight.
- damage is caused by operating the spa outside the water temperature range of (10°C-40°C).
- damage is caused by improper maintenance of spa water chemistry or by allowing undissolved spa chemicals to lie on the spa's surface.
- damage is caused by failure to install, maintain and operate the spa in accordance with the recommendations contained in the Spa Industries Global owner's manual, pre-delivery guide or any other printed instructions, notice or bulletin from Spa Industries Global.
- the spa has been fitted with non-genuine Spa Industries Global filters. If non genuine Spa Industries Global filters are used this could cause damage to the filtration, heating and control system of the spa and will void the warranty of these components.
- loose barrel unions were not tightened prior to start up or checked regularly, this is not a warranty item.
- any part fitted to the spa not approved by Spa Industries Global or non-genuine Spa Industries Global products will affect the warranty of the spa.

## Limitations

THIS LIMITED WARRANTY TAKES THE PLACE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR AT LAW, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL WARRANTY SERVICE MUST BE PERFORMED BY SPA INDUSTRIES GLOBAL OR ITS AUTHORISED AGENT. NO AGENT, DEALER, DISTRIBUTOR, SERVICE COMPANY OR OTHER PARTY IS AUTHORISED TO CHANGE, MODIFY OR EXTEND THE TERMS OF THIS LIMITED WARRANTY IN ANY MANNER WHATSOEVER.

## Disclaimers

SPA INDUSTRIES GLOBAL AND ITS AUTHORISED AGENTS SHALL NOT BE LIABLE FOR ANY INJURY, LOSS, COST OR OTHER DAMAGE, WHETHER INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE, ARISING OUT OF ANY DEFECT COVERED BY THIS LIMITED WARRANTY, INCLUDING WITHOUT LIMITATION, LOSS OF USE OF THE SPA AND COST FOR REMOVAL OF DEFECTIVE PRODUCT, EVEN IF SPA INDUSTRIES GLOBAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE LIABILITY OF SPA INDUSTRIES GLOBAL UNDER THIS LIMITED WARRANTY, IF ANY, SHALL NOT EXCEED THE ORIGINAL AMOUNT PAID FOR THE DEFECTIVE PRODUCT. COVERAGE UNDER THIS LIMITED WARRANTY SHALL COMMENCE AS OF THE ORIGINAL DATE OF PURCHASE AND THE DURATION OF SUCH COVERAGE SHALL NOT EXTEND FOR ANY REASON WHATSOEVER BEYOND THE STATED TIME PERIOD. THESE DISCLAIMERS SHALL BE EQUALLY APPLICABLE TO ANY SERVICE PROVIDED BY SPA INDUSTRIES GLOBAL OR ITS AUTHORISED AGENTS. DAMAGE CAUSED BY DELIVERY IS NOT COVERED BY THIS WARRANTY.

