



ROTO-MOLDED HOT TUB LINE WARRANTY

This warranty is provided by California Spas (“us” or “we”) to you as the original purchaser of the portable spa (the “Spa”). This document tells you what to do if there is a problem with your Spa, how you are covered if your Spa is defective, and other important information. Please read it carefully.

- **5-Year Structure Warranty:** We warrant the structure of the Spa, which is defined as any rotationally molded, polyethylene internal support structures connecting the unibody shell, cabinet, floor and the external coping for a period of five years from the delivery date of your Spa. This limited structural warranty specifically **excludes** any portion of the Spa that is not rotationally molded as part of the unibody shell such as jets, doors, covers, etc
- **5-Year Shell Surface Warranty:** We warrant the shell of the Spa from defects in materials and workmanship resulting in water loss for a period of five years from the delivery date of the Spa. Any and all additional costs including, shipping, delivery, set-up, installation and/or disposal charges will be the **sole responsibility of you** as the owner of the Spa
- **1-Year No Leak Plumbing Warranty:** We warrant the factory installed plumbing components of the Spa to be free of defects in materials and workmanship resulting in leaks, for a period of one year from the delivery date of the Spa. This warranty specifically covers leaks from jet fittings, internal plumbing, internal glue joints and hoses
- **1-Year Component Warranty:** We warrant the electrical and mechanical components of the Spa including the pump, heater, LED lighting and control system against defects in materials and workmanship for a period of one year from the delivery date of the Spa. Filter cartridges, light bulbs, hot tub cover, spa cover locks, and fuses, and RCD cord are **not** included in this warranty. Those items are however warranted to be free from defects in materials and workmanship at the time of delivery to you. Covers and other accessories are specifically **excluded** from this warranty, although they may be covered by other warranties. Please check with us for details
- **1 year warranty** on Jets, this is to cover manufacturing defects, this does not cover jets failing due to lack of maintenance and poor water chemistry.

The following applies to all of the warranties listed above:

Extent of this warranty

This warranty is non-transferable and only the original purchaser of the Spa may rely on it. This warranty begins on the date of delivery of the Spa, but in no event later than one year from the date of purchase. This warranty terminates immediately if prior to the expiration of the relevant warranty period the following occurs:

- Any transfer of Spa ownership;
- If the Spa is installed or relocated outside the boundaries of the original country of purchase; and/or
- If the Spa was purchased in the EU and the Spa is installed or relocated outside the EU.

Limitations on this warranty

Except as described above, **this warranty does not cover** defects or damage to your spa due to:

- Normal wear and tear;
- Improper installation;
- Alteration without prior written consent from us (alteration includes but is not-limited to any component or plumbing change, or electrical conversion);
- Accidents or acts of God;
- Misuse or abuse;
- Commercial or industrial use;
- Use of an accessory not approved by us;
- Failure to follow the Manufacturer's Pre-Delivery Instructions or Owner's Manual; and/or
- Any repairs/installations made or attempted by anyone other than our authorized representatives.

Please contact us for a list of manufacturer approved accessories.

Disclaimers

Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any losses that: (a) were not foreseeable to you at the time you purchased the Spa; or are business losses or would be considered as losses to non-consumers.

Our obligation to you

We will repair any defects in your Spa which are covered by this warranty unless in our reasonable opinion we determine that you have not complied with the terms of this warranty. Except as described in this warranty, you will not be charged for parts and/or any labor necessary to repair the spa for defects which are covered by this warranty.

Please be aware that you may be charge a repair person travel/service charge that is not stated or covered by this warranty. Please contact us for more information regarding any such charges.

Legal Remedies

This warranty gives you specific legal rights, and you may have other rights which vary from country to country. Nothing in this warranty affects your legal rights under the Consumer Rights Act 2015. Please contact the Citizens Advice website www.adviceguide.org.uk

Other important terms

If a court or relevant authority finds part of this warranty illegal, the rest will continue in full force and effect. Each of the paragraphs of this warranty operates separately.

The terms in this document are governed by English law and you can bring legal proceedings in respect of the Spa in the English courts. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

This warranty is between you and us. It is not transferable and no other person shall have any rights to enforce any of its terms.

How to contact us

If you have any questions or complaints about your Spa, please contact us by telephoning our customer service team on _____ or by e-mailing _____

How to make a claim

Please contact us and provide a copy of your original purchase receipt indicating the date of purchase, within thirty (30) days of the time you discover the claim. We reserve the right to inspect the Spa before processing your warranty claim.