

# ONLINE SPAS

## ONLINE SPAS PORTABLE SPAS LIMITED WARRANTY

**This warranty is provided by Superior Wellness (“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.**

- **Five Years on Spa Shell Structure:** The spa shell structure is warranted against water loss due to defects in materials or workmanship for five (5) years from the original date of delivery
- **One Year on Spa Shell Surface:** The acrylic spa shell is warranted against cracking, blistering or delaminating due to defects in materials or workmanship for one (1) year from the original date of delivery. Surface checking is not included
- **One Year on Spa Plumbing:** Spa fittings and plumbing are warranted against leaks due to defects in materials or workmanship for one (1) year from the original date of delivery
- **Two Years on Standard Spa Equipment: Electronic Spa Control Systems, Jet Pump(s), Circulation Pump and Heater.** The spa equipment systems are warranted against failure due to defects in materials or workmanship for two (2) years from the date of delivery
- **One Year on Ozone Generator:** The ozone generator is warranted against failure due to defects in materials or workmanship for one year from the original date of delivery
- **One Year on Blower:** The blower is warranted against failure due to defects in materials or workmanship for one year from the original date of delivery
- **One Year on Audio and Video System Components:** The factory installed audio and video components (i.e. power supply, stereo topside, IR sensor, cables, wires, etc.) are warranted against failure due to defects in materials or workmanship for one (1) year from the original date of delivery
- **One Year on L.E.D.'s:** The factory installed L.E.D.'s are warranted against failure due to defects in materials or workmanship for one (1) year from the original date of delivery
- **One Year on Spa Cabinet:** The spa cabinet is warranted to be free of defects in materials or workmanship for one (1) year from the original date of delivery. Normal wear or appearance is not included. This warranty does not include damage caused in delivery, variations in color, wear or appearance, as all wood reacts differently to environmental conditions
- **Ninety Days on Spa Pillows and Filter Box:** Pillows and filter box are subject to water chemistry variation and are warranted for ninety (90) days from the original date of delivery
- **One Year on Jets,** this is to cover manufacturing defects, this does not cover jets failing due to lack of maintenance and poor water chemistry
- **Spa Covers:** Spa covers are warranted to be free of defects in materials and workmanship for a period of two (2) years on vinyl and one (1) year on foam core
- **Spa Accessories:** The spa accessories are warranted by the accessory manufacturer and are specifically excluded. Please see the respective product manufacturer's warranty for details.

### **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 to Northern Ireland, the Scottish Highlands, Scottish Islands, Isle of Man, Isle of Wight, Scilly Isles, Jersey and Guernsey, the warranty will cover the parts only and not the labour. Customers will need to arrange for their own hot tub servicing and maintenance locally
- 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](http://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.