

## **Four Winds Spas Limited Warranty**

Four Winds Spas extends warranty coverage solely to the original end-user purchaser (Owner) of any spa installed for residential use. Warranty begins at sale/delivery to end-user purchaser (Owner) or 6 months after ship date from Four Winds Spas, whichever occurs first.

### **5 Year Warranty**

Shell Structure – Four Winds warrants the spa shell against leaking for a period of five years from sale/delivery to end-user purchaser (Owner) or 6 months after ship date from Four Winds Spas, whichever occurs first.

### **3 Year Warranty**

Shell Surface – Four Winds warrants the surface finish not to crack, blister, peel or delaminate for a period of three years from sale/delivery to end-user purchaser (Owner) or 6 months after ship date from Four Winds Spas, whichever occurs first.

Plumbing – Four Winds warrants the wall fittings, internal plumbing, drains and filter housings against leaking for a period of three years from sale/delivery to end-user purchaser (Owner) or 6 months after ship date from Four Winds Spas, whichever occurs first.

Equipment – Four Winds warrants the pump(s), heater, control pack and topside control against malfunction, defects or failure for a period of three years from sale/delivery to end-user purchaser (Owner) or 6 months after ship date from Four Winds Spas, whichever occurs first.

Labor – Four Winds warrants labor performed at the rate of \$55.00 per hour for a period of three years from sale/delivery to end-user purchaser (Owner) or 6 months after ship date from Four Winds Spas, whichever occurs first.

### **1 Year Warranty**

Frame – Four Winds warrants the frame and HDPE bottom against defects in materials and workmanship for a period of one year from sale/delivery to end-user purchaser (Owner) or 6 months after ship date from Four Winds Spas, whichever occurs first.

Lighting System – Four Winds warrants the spa lighting system against malfunction, defects or failure for a period of one year from sale/delivery to end-user purchaser (Owner) or 6 months after ship date from Four Winds Spas, whichever occurs first.

Audio System – Four Winds warrants the audio system against malfunction, defects or failure for a period of one year from sale/delivery to end-user purchaser (Owner) or 6 months after ship date from Four Winds Spas, whichever occurs first.

Ozone and Frog Systems – Four Winds warrants the ozone and frog systems against malfunction, defects or failure for a period of one year from sale/delivery to end-user purchaser (Owner) or 6 months after ship date from Four Winds Spas, whichever occurs first.

### **Other Warranties**

Pillows – Four Winds warrants pillows against defects in materials and workmanship at time of delivery.

Exterior Cabinet – Four Winds warrants the exterior cabinet against defects in materials and workmanship at time of delivery.

Spa Accessories – Accessories such as steps, covers and cover lifts are not covered by this limited warranty. Please refer to the manufacturer of such products for information regarding warranty coverage.

### **Warranty Performance**

Four Winds or its authorized agent will repair or replace any defective spa or component that is covered under the terms of this limited warranty and was purchased from an authorized Four Winds spa dealer. Four Winds reserves the right, at its option, to either repair or replace the defective spa or component.

If Four Winds determines that the repair of the spa or component is not feasible and the covered spa or component is 6 months old or less, Four Winds will cover the cost for removal, shipping and delivery of the replacement of the spa or component from and to the authorized Four Winds dealer location. If the covered spa or component is more than 6 months old, the cost for removal, shipping and delivery of the replacement spa or component will be the responsibility of the spa owner. Any repair or replacement shall provide no new warranty coverage, but shall retain only the remaining portion of the original product's warranty. Any spa or component sent back to Four Winds for repair or replacement must have a Return Authorization number issued by Four Winds.

### **Exclusions**

This Four Winds Spa limited 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 authorized agent of Four Winds.

The spa has been used in a non-residential application or in an application for which it was not designed.

Damage is caused by an Act of God or any other cause beyond the control of Four Winds.

Damage is caused by the addition or use of any non-approved mechanical or electrical component, or chemical substance.

Damage is caused by shipping, moving, mishandling, improper installation or electrical hook-up by someone other than Four Winds.

Damage to the spa shell is caused by excessive heat buildup 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 45°F-110°F (7°C-43°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 caused by rodents or insects.

Damage is caused by failure to install, maintain and operate the spa in accordance with the recommendations contained in the Four Winds Owner's Manual, Pre-Delivery Guide or any other printed instructions, notice or bulletin from Four Winds.

### **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 Four Winds or its authorized agent. No agent, dealer, distributor, service company or other party is authorized to change, modify or extend the terms of this limited warranty in any manner whatsoever.

### **Disclaimers**

Four winds and its authorized 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 Four Winds has been advised of the possibility of such damage. The liability of four winds 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 four winds or its authorized agents.