

# Luxury Spas Cold Plunge Tub Warranty

This warranty covers all Luxury Spas branded Cold Plunge tubs which are purchased directly from Luxury Spas USA Ltd. This warranty certificate is non-transferable.

## **Acrylic Shell - 2 Year Limited Residential Shell Warranty**

Luxury Spas warrants the acrylic shell against water loss arising from structural failure for a period of 2 years from the original purchase date. Luxury Spas warrants the acrylic shell surface against water loss arising from defects in materials, including cracks, blisters, peeling and delamination for a period of 2 years. The warranty coverage includes all parts and labor necessary for repair or replacement.

## **Electrical Equipment – 1 Year Limited Residential Warranty**

Luxury Spas warrants the electrical components including the chiller and electronic control system – against malfunction arising from defects in materials and workmanship, for a period of 1 year from the date of purchase. The electrical equipment warranty covers the parts only necessary for repair. Labor cost for repair or replacement of electrical equipment will be covered up to 1 Year from the date of purchase. Water leaks from chiller, pump and plumbing unions are not included under the electrical warranty coverage.

## **Cold Plunge Components – 1 Year Limited Residential Warranty**

Luxury Spas warrants all non-electrical spa components, including any caps, covers, clips and jets against malfunction arising from defects in material and workmanship for a period of 1 year from the date of purchase. Labor cost for repair or replacement of electrical equipment will be covered up to 1 Year from the date of purchase.

## **Warranty Terms**

All warranties apply to the original customer, at the original address that the cold plunge was delivered. The limited warranty does not include the cost of shipping parts back to Luxury Spas, or to an authorized repair center. This warranty does not include costs incurred using non-authorized repair centers. Customers must have written consent from Luxury Spas before proceeding with any repair that is to be reimbursed by Luxury Spas. In all cases, Luxury Spas has sole responsibility for determining the cause and nature of a fault. Luxury Spas reserves the right to provide a replacement cold plunge of equivalent value if we deem it to be necessary. In such a circumstance, the customer shall be responsible for the cost of moving and installing the new cold plunge into position.

## **Performance**

The Customer must report any discovered defect to Luxury Spas within 10 business days. A Luxury Spas technical representative will then diagnose the issue over the telephone and may suggest possible solutions for the customer to attempt. If these suggestions fail to resolve the issue, Luxury Spas will then arrange for a repair technician to visit the site. If the repair technician is sent out and discovers there is no issue, or the issue is not manufacturing related, then the customer will be responsible for the service call. If a manufacturing-related issue is discovered there is no charge for the technician's visit. If the technician determines that any fault is not covered under this warranty, the customer is solely responsible for the cost of any parts and or labor charges.

## **Exclusions**

This Limited Warranty is void if Luxury Spas or its designated representative determines that the cold plunge has been subjected to alteration, neglect, misuse or abuse, or freight damage caused by the common carrier; or if the failure is caused by accident, acts of God or other causes beyond the control of Luxury Spas. Neglect, misuse, and abuse include any installation, operation or maintenance of the cold plunge other than in accordance with the instructions contained in the owner's manual provided with the spa, including but not limited to the failure to maintain proper water chemistry and chemical balance and the use of abrasive or improper cleaners. Cold plunge tubs used in a commercial application are excluded from any coverage whatsoever.

## **Disclaimers**

Except as specifically provided by the law, Luxury Spas and its representatives shall not be liable for any injury, loss, cost or other damage, whether incidental or consequential, arising out of any defect covered by this Limited Warranty, including, without limitation, loss of use of the cold plunge and cost for removal of defective product, even if Luxury Spas has been advised of the possibility of such damage. The liability of Luxury Spas 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 periods. These disclaimers shall be equally applicable to any service provided by Luxury Spas USA and its representative.