

THIS LIMITED WARRANTY IS EXTENDED TO THE ORIGINAL PURCHASER OF <u>ALL H2O SPAS</u> MANUFACTURED AFTER AUGUST 1ST 2024 AND INSTALLED IN NORTH AMERICA

# 10/5/2/2

10 YEARS STRUCTURE H2O SPAS are warranted against water loss caused by structural failure of the spa shell for **TEN YEARS** from

the original date of purchase.

5 YEARS SHELL SURFACE H2O SPAS are warranted against blistering, cracking or delamination of the interior surfaces of the spa for **FIVE** 

**YEARS** from the original date of purchase.

2 YEARS PLUMBING H2O SPAS plumbing components are warranted against leaks due to defects in workmanship or materials for

TWO YEARS from the original date of purchase.

2 YEARS MOTORS & CONTROLS H2O SPAS electrical equipment components, specifically the motors and control system, are warranted against

 $malfunction \ due \ to \ defects \ in \ workmanship \ or \ materials \ for \ \textbf{TWO YEARS} \ from \ the \ original \ date \ of \ purchase.$ 

WARRANTIES FOR OTHER COMPONENTS including all other factory-installed components including but not limited to the cabinet (both wood and synthetic), thermo – cover, audio equipment and all molded plastic fittings (jets and control handles) are warranted against malfunction due to defects in workmanship and materials for a period of one year.

#### **PERFORMANCE**

To obtain service in the event of a defect covered by this Limited Warranty, notify your H2O SPAS dealer as soon as possible and use all reasonable means to protect the spa from further damage. Upon proof of purchase, a designated service representative will correct the defect subject to the terms and conditions contained in this Limited Warranty. There will be no charge for parts or labor to repair the defect, although providing access to affect the repair is your responsibility as the spa owner. You may be assessed reasonable repairman travel mileage charges. If Aber Innovations Ltd. (the "Manufacturer") determines that repair of the covered defect is not feasible, it reserves the right to provide a replacement spa instead, equal in value to the purchase price of the original spa. In such an event, reasonable costs for removal of the original spa, shipping costs from the factory for the replacement spa and delivery and installation of the replacement will be your responsibility as the spa owner. The replacement spa will carry the balance of the original spa's warranty.

## WARRANTY LIMITATIONS

This Limited Warranty is void if The Manufacturer or its designated representative determines that the spa has been subjected to alteration, neglect, misuse or abuse, or freight damage caused by the common carrier; any repairs have been attempted by anyone other than a designated representative; or if the failure is caused by accident, acts of God or other causes beyond the control of the Manufacturer. Neglect, misuse and abuse include any installation, operation or maintenance of the spa 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. This Limited Warranty does not provide coverage for the insulating cover, any item attached to or installed on the spa after the date of manufacture, or for gaining access to any component for repair or replacement. Spa units in commercial use are excluded from any coverage whatsoever. The spa owner accepts liability for repair work performed by anyone other than the Manufacturer or a designated representative of H2O SPAS

### LIMITATIONS

The Manufacturer disclaims all warranties, expressed or implied, in fact or in law, to the extent allowed by your Province's Law, including the warranty of merchantability and fitness for use, except as stated specifically herein. The Manufacturer or its designated representative must perform all warranty service. 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. The Manufacturer will not be responsible for any statements or representations made in any form that go beyond, are broader than, or are inconsistent with any authorized literature or specifications furnished by H2O SPAS.

## DISCLAIMERS

The Manufacturer 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 spa and cost for removal of defective product even if the Manufacturer was advised of the possibility of damage. The liability of the Manufacturer 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 the Manufacturer and its designated representatives.

## LEGAL RIGHTS

This Limited Warranty gives you specific legal rights. You may also have other rights that very from province to province. Some provinces do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you.