

WARRANTY

7

SEVEN YEAR SPA SHELL LIMITED WARRANTY

Saratoga Spa & Bath Co., Inc. warrants the surface finish pf your Summit Spas shell against peeling, cracking, or delamination for a period of seven years from effective warranty date.

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THREE YEAR PLUMBING LIMITED WARRANTY

Saratoga Spa & Bath Co., Inc. warrants your Summit Spas model against leaks for three years from effective warranty date. This warranty coverage pertains to leaks from the spa shell, internal plumbing, jet fittings and bonded parts.

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TWO YEAR COMPONENT LIMITED WARRANTY

Saratoga Spa & Bath Co., Inc. warrants the factory installed pump(s), heater and controls against malfunctioning, leaking, or defect for a period of two years from warranty date.

LIMITED WARRANTY PERFORMANCE AND COVERAGE **SUMMIT SPAS RESIDENTIAL SPAS**

Coverage

- The "warranty start date" begins on the date of delivery recorded on the dealer's contract of sale or six (6) months from the spa's manufactured date, whichever comes first. A valid proof of purchase is required to obtain warranty and service.
- This product is warranted by Saratoga Spa & Bath, Inc. to the original retail purchaser only against failure resulting from defective materials and workmanship according to the following schedule:
- SEVEN YEAR SURFACE Surface finish is warranted against peeling, cracking or delamination for a period of seven (7) years. Years (1) through (3) Saratoga Spa reserves the right to repair or replace. Years (4) through (7) Saratoga Spa reserves the right to repair or replace any spa, if spa is deemed non-repairable Saratoga Spa will credit 50% of original price to be applied to the purchase of another Saratoga Spa up to a maximum of \$2,500.00.
- Surface crazing or micro surface defects are not considered a loss of spa function or structure and are excluded from the surface warranty.
- THREE YEAR LEAK FREE The spa shell, internal plumbing and jet fittings are warranted against leaking for a period of three (3) years. Year (1) parts and labor. Years (2) through (3) parts only.
- TWO YEAR COMPONENT WARRANTY Factory installed pump(s), heater and controls are warranted against malfunction, leaking or defects in material or workmanship for a period of two (2) years. Year (1) parts and labor, year (2) parts only. Filter cartridges, light bulbs, Lighting systems, and cover locks are not included in this warranty. They are, however, warranted to be free of defects in materials and workmanship to the consumer purchaser at the time of delivery. Spa covers, ozone purification systems and any other spa accessories are specifically excluded from this warranty although they may be covered by other warranties. Please contact your authorized Saratoga Spa dealer for details.
- SKIRT WARRANTY Saratoga Spa and Bath Inc. warrants the feature trim (where applicable), the bottom enclosure (where applicable) and exterior skirt (where applicable) to be free from defects in materials and workmanship for a period of one (1) year.
- Jet internals, spa pillows, diverter valve handles, covers and internals, pump seals and assemblies, pressure switches, ozone check valves and entertainment options are warranted to be free of defects in materials and workmanship to the consumer purchaser at the time of delivery.

Coverage

- We will at our sole option, repair or replace any spa or component found to be defective **Performance** under the terms and conditions of this warranty. We reserve the right to substitute a spa or component of equivalent value, either new or factory reconditioned, and any such repair or replacement will assume as its warranty only the remaining portion of the warranty on the original product. Spa surface and crack repairs will be made to function satisfactorily but may be visible.
 - All other warranties: After a period of one (1) year dealer assessed labor and travel charges will apply to each in-field service call; additional fees may be assessed per dealer discretion. In-field service is limited to the continental United States and selected outside locations serviced by an authorized Saratoga Spa dealer within fifty (50) miles of the spa owner's location. Beyond fifty (50) miles, reasonable travel costs may be charged to the

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spa owner's location. Beyond fifty (50) miles, reasonable travel costs may be charged to the **Performance** customer. Pre-authorization is required for all in-field service and related travel costs where there is no authorized Saratoga Spa dealer.

- Freight charges will be assessed if the entire spa has to be returned to the factory for repair during Year (1). Years (2) through (7) the spa owner will bear all freight costs for spas and components returned for repair and/or replacement.
- Dealer installed options are warranted by the original equipment manufacturer only and are not subject to coverage by Saratoga Spa.

Obtaining Warranty Service

- To obtain service, contact the factory authorized service agent who sold you the spa. In the event the consumer purchaser should be unable to either obtain service or satisfactory service from an authorized service agent, Saratoga Spa & Bath Inc. should be notified. Written notification is required within ten (10) days of any malfunction, identifying the problem, type of spa, serial number, date of delivery along with proof of purchase.
- Saratoga Spa & Bath Inc. reserves the right to inspect the malfunction or defect on location.
- No merchandise is to be returned without prior written authorization.
- Valid proof of purchase is required to obtain warranty and service.

Excluded Coverage

- This warranty does not cover spas not purchased from an authorized Saratoga Spa Dealer.
- This warranty does not cover damage caused by shipping, mishandling, faulty installation, improper or incorrect electrical hook-up, improper acts of others, or acts of God.
- This warranty does not cover damage caused by placing spa on uneven or unstable surfaces, such as sand, gravel, uneven or unlevel decking of any kind.
- This warranty does not cover scratches and damages caused by normal use and shall not be considered a loss.
- This warranty does not cover damage to the spa shell caused by excessive heat build up resulting from direct exposure to sunlight when empty.
- This warranty does not cover damage resulting from operating the spa at a water temperature outside the range of 32°F to 120°F for any reason.
- This warranty does not cover damage determined to have been caused by improper water maintenance or use of chemicals. Follow all instructions.
- This warranty specifically excludes fuses, light bulbs, lighting systems, filter elements, drain hose bibs, o-rings and pump seals, assemblies, pressure switches and all items deemed disposable or wearable by the original manufacturer.
- This warranty is null and void if: alterations are made to the spa, accessories that can cause damage to the spa are used, or if any repairs are attempted by anyone other than an authorized representative of Saratoga Spa & Bath Inc.
- This warranty does not cover any operation of the spa other than in accordance with Saratoga Spa printed instructions or use of the spa in an application other than for which it was designed.
- This warranty does not cover use of the spa in a non-residential application.
- This warranty does not cover shell cracks above the waterline years (2) (7).
- This warranty does not cover surface crazing or micro surface defects. These are not considered a loss of spa function or structure and are excluded from the surface warranty.
- This warranty does not cover operation of the spa outside specified voltage requirements or damage caused to spa by voltage spikes or brown out conditions.

of Warranties

- **Limitations** No warranty, expressed or implied, applies to any condition resulting from misuse or abuse, or any condition resulting from incorrect or inadequate maintenance, cleaning or care.
 - This warranty shall be unenforceable if you are in default under the terms of any agreement executed in connection with the purchase or installation of this spa.
 - This warranty is intended to be in lieu of any and all warranties express or implied. It is a complete statement of our obligations.
 - No agent or dealer or other individual is authorized to change this warranty and any such change will not be recognized by Saratoga Spa & Bath, Inc.
 - This warranty gives you specific legal rights. You also have implied warranty rights, and may have other rights which vary from state to state. In the event of a problem with warranty service or performance, you may be able to go to small claims court, state court, or federal court. Judgement may not exceed the original purchase price of the spa.
 - This warranty is in compliance with the Consumer Product Warranty and Federal Trade Commission Improvement Act.

- **Disclaimers** Saratoga Spa & Bath, Inc. shall not be liable under any circumstances for any incidental or consequential damages or expense of any kind. This includes but is not limited to property repairs; (gates, fences, patios, etc.) electrician costs, and electrical wiring.
 - Saratoga shall not be liable for the removal of a permanent deck or other custom fixture or the necessity for crane removal.
 - Saratoga shall not be liable for the loss of use of the portable spa and under no circumstance shall Saratoga Spa & Bath Inc. or any of its representatives be held liable for injury to any

person or damage to any property however arising.

- Permanent installation of this portable spa is done at the sole discretion of the owner, and under no circumstances will be considered or accommodated in the administration of this warrantv.
- Spa shell repairs will be made structurally sound and may be visible.
- Saratoga Spa will cover the cost of freight for spas and components that are eligible for warranty for a period of one (1) year from delivery date. Saratoga will pay a maximum of \$300.00 for removal and delivery for a period of one (1) year from purchase date.
- If the spa is not going to be used for an extended period of time the spa pillows should be removed until the next spa use. Refer to the Saratoga Spa Owner's Manual, Care of Pillows found

under Spa Care and Water Maintenance for more information.

- Failure to operate your spa in accordance with the Saratoga Spa owners manual will void your warranty. To obtain a replacement owners manual contact Saratoga Spa or visit our website www.saratogaspas.com.
- This warranty is non-transferable.

ALL WARRANTY CLAIMS MUST BE MADE TO:

Saratoga Spa & Bath, Inc. • 33 Wade Road • Latham N.Y. 12110

Email: info@saratogaspas.com • Web: www.Summithottubs.com