VIKING SPAS

LIMITED WARRANTY

VIKING SPAS CHILL THERAPY

Viking Spas, Inc. ("Viking") warrants only to the original consumer purchaser ("you" or "your") the following about your new Chill Therapy unit ("Chill Therapy"), when purchased from a Viking authorized dealer ("dealer").

1 YEAR | CHILL THERAPY SHELL STRUCTURE

The Chill Therapy shell structure is warranted against water loss due to defects in materials or workmanship for one (1) year.

1 YEAR | CHILL THERAPY SHELL SURFACE

The acrylic Chill Therapy shell is warranted against cracking, blistering, or delaminating due to defects in materials or workmanship for one (1) year. Over time, certain kinds of acrylic can show fine lines, often referred to as "crazing" or "checking." These surface blemishes are cosmetic flaws and are not harmful to the integrity of your Chill Therapy shell.

1 YEAR | CHILL THERAPY PLUMBING

Spa fittings and plumbing are warranted against leaks due to defects in materials or workmanship for one (1) year.

1 YEAR | STANDARD EQUIPMENT, ELECTRONIC CONTROL SYSTEM, CIRCULATION PUMP AND CHILL/HEATER SYSTEM

The Chill Therapy equipment systems are warranted against failure due to defects in materials or workmanship for one (1) year.

1 YEAR | OZONE GENERATOR

The ozone generator is warranted against failure due to defects in materials or workmanship for one (1) year.

1 YEAR | LED LIGHTING

The factory installed L.E.D. lighting is warranted against failure due to defects in materials or workmanship for one (1) year.

1 YEAR | LIMITED CABINETS PARTS WARRANTY

Viking warrants the cabinet panels to be free from defects in materials and workmanship for one (1) year. Fading and weathering of the cabinet will occur naturally over time and are not considered defects. Damage to the cabinet due to freight or delivery mishandling is not covered under this warranty. The warranty described in this paragraph does not cover damage to the cabinet due to improperly installed cover lifters (including lack of proper support for lifter components).

1 YEAR | LIMITED COVER WARRANTY

Viking warrants the Chill Therapy cover to be free from defects in materials and workmanship for one (1) year. Viking is not liable for, and does not cover under warranty, any costs associated shipping the cover to and from the manufacturing facility, if deemed necessary.

Damage to the Chill Therapy cover due to the following are not covered under this warranty:

- Damage to the cover due to improper water chemistry, improper PH levels, excessive use of sanitizers or any other chemical that may dissolve or remain undissolved on the Chill Therapy shell, or the use of caustic cleaning solutions.
- Foam core breakage or deterioration or torn vinyl from excessive weight (including from rain, water, snow, excessive heat, animals, or humans).
- Foam core moisture absorption due to foam breakage or damage to plastic barrier.
- Chaffing, scuffing, or worn holes from dragging or storing the cover against sharp objects.
- Fading of vinyl and thread (fading is not considered a defect, but a naturally occurring circumstance due to normal chemical maintenance, exposure to the sun, and aging of the cover).
- Torn handles (handles are for opening and closing the cover only; they are not designed to carry the cover).

1 YEAR | CHILL THERAPY STEP

The step included with the Chill Therapy unit is warranted to be free of defects in materials and workmanship for a period of one (1) year.

LIMITATIONS APPLICABLE TO ALL WARRANTIES

Remedies

With respect to each of the individual warranties described above, Viking will, at its sole discretion, either repair or replace the Chill Therapy unit or portion thereof subject to warranty free of charge. If Viking decides to replace your entire Chill Therapy unit, Viking reserves the right to provide a substitute model if your model is not available.

Extent of Warranty

This Warranty extends only to the Viking Chill Therapy unit you purchased and installed within the country of purchase. Unless stated otherwise, this Warranty is valid from the date of delivery of your Chill Therapy unit. This Warranty terminates if the Chill Therapy unit is installed or relocated outside of the original delivery address. No warranty period will be extended if Viking repairs or replaces your Chill Therapy unit or portion thereof.

Warranty Performance

To make a claim under this Warranty, contact the dealer where you purchased your Chill Therapy. In the event you are unable to obtain service from your dealer, please contact Viking by email at customerservice@vikingspas.com, by phone at 616-248-7800, or by mail at 2725 Prairie SW, Wyoming MI 49519, Attn: Customer Service Department. You must give Viking, or your dealer written notice of any warranty claim, along with a copy of your original purchase receipt indicating the date of purchase and the date of delivery, within 30 days of the time you discover the claim. Viking reserves the right to inspect the malfunction or defect on location.

Except as described herein, you will not be charged for parts or labor for defects covered by this Warranty. The servicing dealer may charge you a trip charge that is not covered by this Warranty. Please contact your dealer for information regarding any such

charges. Pre-authorization is required for in-field service and related travel costs where there is no Viking dealer available.

Warranty Limitations

This Warranty does not cover any defects or damage due to: (a) transportation; (b) storage; (c) improper installation or use (including installations made by anyone other than an authorized representative of Viking); (d) failure to follow the product instructions (including any failure to follow your Chill Therapy unit's Owner's Manual) or to perform any preventive maintenance; (e) alterations or modifications without Viking's prior written consent; (f) use of a component or accessory not approved by Viking; (g) unauthorized repair; (h) normal wear and tear; or (i) external causes such as accidents, abuse, misuse, or other actions or events beyond Viking's reasonable control.

This Warranty also does not cover any of the following:

- Ground fault current interrupter (G.F.C.I.) nuisance tripping.
- Damage resulting from operating the water temperature outside the range of 40° F to 104° F for any reason.
- Shell surface damage or discoloration resulting from improper water chemistry, improper PH levels, excessive use of sanitizers or any other chemical that may dissolve or remain undissolved on the shell surface, or the use of caustic cleaning solutions.
- Damage to any and all components (including pumps, valves, control circuits, and any related component) that come in contact with water due to any type of improper chemical balance.
- Damage caused by excessive exposure of the shell surface or its components to the sun with no water in the unit (cover must be kept on the unit at all times when not in use – filled or empty).
- Consequential damages of any kind (including failure of any component part in the unit) caused by freezing.
- Your initial installation costs.
- Cost of removal or reinstallation of the unit or its components.
- Cost of freight or delivery of the unit to or from the dealer or manufacturer.
- Leaking unions at pump and heater
- Any Viking unit that is permanently enclosed within a room or surrounding structure, or that is installed in an in-ground application, without providing adequate access and ventilation.
- Any Viking unit that is used for a commercial or industrial application.

Disclaimers

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

VIKING HEREBY LIMITS THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO ONE YEAR.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

VIKING'S RESPONSIBILITY FOR DEFECTIVE SPAS IS LIMITED TO REPAIR OR REPLACEMENT AS DESCRIBED ABOVE IN THIS WARRANTY.

Limitation of Liability

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND VIKING'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. VIKING'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE SPA, NOR SHALL VIKING UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT (INCLUDING, WITHOUT LIMITATION, DAMAGE OR REMOVAL OF LANDSCAPING, DECKING, GAZEBOS, OR OTHER PROPERTY, OR THE COST TO REMOVE OR REINSTALL THE SPA, IF NEEDED).

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

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