**CLEARWATER SPAS WARRANTY**

**Clearwater Spas Limited Warranty**

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

**7-Year Warranty – Shell Structure**

Clearwater Spas warrants the spa shell against leaking for a period of seven years from the sale/delivery date to the end-user purchaser (Owner) or six months after the ship date from Clearwater Spas, whichever occurs first.

**3-Year Warranty – Shell Surface**

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

**3-Year Warranty – Plumbing**

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

**3-Year Warranty – Equipment**

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

**3-Year Warranty – Labor**

Clearwater Spas warrants labor performed on site at a rate of $60.00 per hour for a period of three years from the sale/delivery date to the end-user purchaser (Owner) or six months after the ship date from Clearwater Spas, whichever occurs first.

**1-Year Warranty – Frame**

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

**1-Year Warranty – Lighting System**

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

**1-Year Warranty – Audio System**

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

**1-Year Warranty – Ozone and Clear Systems**

Clearwater Spas warrants the ozone and Clear systems against malfunction, defects, or failure for a period of one year from the sale/delivery date to the end-user purchaser (Owner) or six months after the ship date from Clearwater Spas, whichever occurs first.

**Other Warranties**

***Pillows***

Clearwater Spas warrants pillows against defects in materials and workmanship at the time of delivery.

***Exterior Cabinet***

Clearwater Spas warrants the exterior cabinet against defects in materials and workmanship at the 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**

Clearwater Spas 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 Clearwater Spas dealer. Clearwater Spas reserves the right, at its option, to either repair or replace the defective spa or component.

If Clearwater Spas determines that repair of the spa or component is not feasible and the covered spa or component is six months old or less, Clearwater Spas will cover the cost of removal, shipping, and delivery of the replacement spa or component from and to the authorized Clearwater Spas dealer location. If the covered spa or component is more than six months old, the cost of removal, shipping, and delivery of the replacement spa or component will be the responsibility of the spa owner.

Any repair or replacement shall not extend the original warranty period; the remaining portion of the original warranty will apply. Any spa or component sent back to Clearwater Spas for repair or replacement must have a Return Authorization number issued by Clearwater Spas.

**Exclusions**

This 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 Clearwater Spas.
* 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 Clearwater Spas.
* Damage is caused by the addition or use of any non-approved mechanical, electrical component, or chemical substance.
* Damage is caused by shipping, moving, mishandling, improper installation, or electrical hook-up by someone other than Clearwater Spas.
* Damage to the spa shell is caused by excessive heat buildup due to failure to cover the 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 is 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 Clearwater Spas Owner’s Manual, Pre-Delivery Guide, or any other printed instructions, notices, or bulletins.

**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 Clearwater Spas 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**

Clearwater Spas 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. This includes, but is not limited to, loss of spa use and costs for removal of a defective product, even if Clearwater Spas has been advised of the possibility of such damages.

The liability of Clearwater 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 shall not extend beyond the stated warranty period for any reason. These disclaimers apply equally to any service provided by Clearwater Spas or its authorized agents.