

Limited Warranty

Lifetime Spa Shell

Aspen Spas warrants the structure of the shell against water loss due to a structure failure for the lifetime of the spa to the original purchaser. If the shell is proven to be defective, Aspen Spas reserves the right to repair, replace and substitute any component, including the shell with one of equivalent value at our discretion. Shipping and labor, if necessary, are the responsibility of the purchaser.

Shell Surface

5

5

Aspen Spas warrants the acrylic finish against defects in material and workmanship, specifically blistering, cracking or delaminating for a period of five (5) years on acrylic from the manufacture date to the original purchaser. If the surface is proven to be defective within the warranty time-period, Aspen Spas reserves the right to replace, repair, and substitute any component, including the shell, with one of equivalent value at our discretion. Shipping and labor are the responsibility of the purchaser.

5 Equipment

Aspen Spas warrants the spa equipment, i.e. control system, heater, and pumps against malfunction and defects in material and workmanship for a period of five (5) years from the date of installation. Parts are covered 100% for the first three years, and years four (4) and five (5) covered at 50% MSRP.

5 Plumbing

Aspen Spas warrants that the plumbing of the spa will be free from leaks for a period of five (5) years from the date of install to the original purchaser. Warranty covers plumbing parts which include: Jet bodies, air hoses, water hoses, PVC hoses and fittings. Parts are covered 100% for the first three years, and years four (4) and five (5) covered at 50% MSRP.

Cabinet and Skirting

Aspen Spas warrants the structure of skirting surrounding the spa for five (5) years from defects in the material and workmanship. Appearance of material is warranted for one (1) year.

Installed Options. Aspen Spas warrants other components for one (1) year from the date of install. This includes: Speakers, power supply, subwoofer, docking stations, salt cell, LED lights, ozonator, LED Strip Light, Stainless Steel Band, and waterfall. Aspen Spas is NOT responsible for radio reception caused by location, terrain, or other non-component problems.

Wearable Components. Aspen Spas warrants all parts sold for a period of one (1) year. Additional warranties are provided by the component's manufacturers which include but, are not limited to, spa covers and pump seals. Aspen Spas warrants headrests for three (3) months. Aspen will assist the purchaser in fulfilling these warranties but assumes no additional coverage or liability.

Original Purchaser & Location

Aspen Spas Warranty is in effect for the Original Purchaser and the Original Spa Installation Location. Movement of the Aspen Spa from Original Spa Installation Location results in void of all warranty unless authorized in writing from Aspen Spas and performed by an Aspen Spas Authorized Dealer.

Warranty Performance

Please read this warranty carefully, sign and return the original to Elite Spas. The signed warranty must be returned within fourteen (14) days of delivery to register the warranty.

To make a claim under this warranty, contact your dealer within seven (7) days of the time you discover the problem. In the event you are not able to obtain service from the dealer, contact the manufacturer by email at support@aspenspas.com or call 1-314-776-5050 for the appropriate form. You must give Aspen and/or your dealer written notice of any claim along with proof of original purchase within seven (7) days of the time of your discovery of the problem.

Owner Responsibilities:

The spa must be accessible for service. Warranty may not apply if: 1. Purchaser has enclosed spa within a deck, benches or other obstacles.

2. Recessed spa in ground or concrete decks or other obstacles which prevent access for service. Dealer shall require owner to remedy situation or may charge for work required to obtain access or re call due to this situation. Consult with the Dealer or manufacturer before engaging in any special conditions.

3. Owner is responsible for following standard maintenance which includes balance and sanitizing water, cleaning jet internals, and properly handling spa cover.

We recommend, in the interest of compliance with your warranty and maximum longevity of life for your product – that your spa is serviced and water health checked on an annual basis. Please contact your local dealer for further information.

Limitations

Except as described above, the warranty does not cover defects or damage due to normal wear and tear, improper installation, alteration without Aspen's prior written consent, accident, acts of God, weather, misuse, abuse, commercial or industrial use, use of an accessory not approved by Aspen, failure to follow Aspen's Pre-Delivery Instructions or Owner's Manual, or repairs made or attempted by anyone other than an authorized representative of Aspen. Examples include, but are not limited to: any component or



plumbing change, electrical conversion, damage of surface due to leaving the spa uncovered or due to covering the spa with something other than Aspen Spas authorized cover, damage to the surface due to contact with unapproved cleaners or solvent, damages caused by operation of water temperature outside of the approved 34F-104F (1°C-40°C) levels, damages caused by unapproved sanitizers such as calcium hypochlorite, sodium hypochlorite, "tri-chlor" type chlorine (and brands such as, but not limited to, AquaFinesse) or sanitizing chemical that remain undisclosed on the spa surface, damage due to dirty, clogged or calcified filter cartridge, damage caused by failure to provide an even, sufficient support of spa. Contact your dealer for a list of manufacturer approved accessories or email Aspen at Aspen-Spas.com.

Disclaimers

To the extent permitted by law, Aspen shall not be liable for loss of use of the spa or other incidental or consequential costs, expenses, or damages, including but not limited to the removal of any deck or custom fixture or any 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 limitations may not apply to you. Any implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, are limited to the duration of the applicable warranty stated above. Some states do not allow limitations on how long an implied warranty may last, so the above limitations may not apply to you.

Legal Remedies

This warranty gives you specific legal rights, and you may have other rights which vary from state to state.

Failure to register this warranty will result in one (1) years warranty on everything, it is the customer's responsibility to read and understand the full warranty obligations.



4609 McRee Avenue St. Louis, MO 63110 Tel: 1-314-776-5050 Fax: 1-314-776-7070 www.aspenspas.com

<u>elite spas</u>

23 Brympton Way Yeovil Somerset BA20 2HP England Tel: 01935-414691 Fax: 01935-474863

DISCLAIMER

Aspen Spas of St. Louis, Missouri is a manufacturer of hot tub portables, preplumbed hot tubs and hot tub shells. Aspen Spas provides warranty assistance in the fullest extent allowed by the Aspen Spas Warranty as shown on this paper. Your dealer is the first contact for any issues, problems, and service needs that arise during the lifetime of your Aspen Spa.

Your dealer is the Authorized Service Center for Aspen Spas. Your dealer's expertise is crucial to any service issues. In the case of service needs contact your dealer directly.

Your dealer is an independent business and is not a division of Aspen Spas, not an agent of Aspen Spas, or an employee of Aspen Spas.

Aspen Spas cannot accept responsibility for claims, statement, contracts, additions, deletions, changes, or extensions on Aspen Spas warranty provisions by tour dealer. If your dealer does any of the above items written or verbal you must contact them directly to address these items.