RX COMMERCIAL LIMITED

WARRANTY



5 YEARS

FIVE YEARS - SHELL STRUCTURE

Master Spas, Inc. warrants to the original purchaser that the swim spa will not experience water loss from the swim spa due to defects in material or workmanship in the spa structure, for a period of five (5) years from the date of the original purchase. (Repair or replacement)

1 YEARS

ONE YEAR - EQUIPMENT

Master Spas Inc. warrants to the original purchaser that the E-stop timer, GFCI, and optional electrical control box will not malfunction due to defects in material and workmanship for a period of one (1) year from the date of the original purchase. (Parts and Labor)

3 YEARS

THREE YEARS - SHELL SURFACE

Master Spas, Inc. warrants to the original purchaser that the acrylic finish will not blister, crack or delaminate for a period of three (3) years from the date of original purchase as a result of defects in material or workmanship. (Repair or replacement)

3 YEARS

THREE YEARS -PLUMBING

Master Spas, Inc. warrants to the original purchaser for a period of three (3) years from the date of original purchase that the plumbing of the swim spa will remain free from leaks due to defects in material and workmanship (Parts and labor). Jet internals are warranted against malfunctions or defects due to defects in material and workmanship for period of (3) years from the date of original purchase (Parts only). The cost of shipping malfunctioning jet internals and installation of any replacement Jet internals is the sole responsibility of the purchaser.

2 YEARS

TWO YEARS - WAVE PROPULSION SYSTEM

Master Spas, Inc. warrants to the original purchaser the Wave Propulsion System (propeller drive and all associated components/mountings that operate such system including, but not limited to, the Wave control panel and motor) against malfunctions or defects in material and workmanship for a period of two (2) years from the date of the original purchase. (Parts and labor)

SKIRTING

Master Spas, Inc. warrants to the original purchaser that the optional MasterSelectTM skirting will not crack or rip due to defects in material for a period of five (5) years from the date of the original purchase. Master Spas, Inc. warrants to the original purchaser that the DuraMaster PolymerTM skirting will not crack or rip for the life of the spa. Bowing (MasterSelect and DuraMaster) that can occur under some conditions is considered normal and is excluded under this limited warranty. The cost of shipping and installation of any replacement skirting is the sole responsibility of purchaser. (Parts only)

EXCLUSIONS

This limited warranty is enforceable only by the original purchaser. Light bulbs, light lenses, fuses, covers, spa pillows or any non-factory installed accessories are specifically excluded from this limited warranty. Non-Factory installed accessories including but not limited to pumps, filters, and chlorine generators are covered by the original manufacturer's warranty, if any. In the event it is necessary to remove the swim spa from the premises to repair or replace any warrantable item, any and all cost of swim spa removal and replacement including but not limited to removal of the original swim spa and transportation of the replacement swim spa, damages to landscaping, decking, fencing or other structural alteration, or any cost related to obtaining access to the swim spa are the sole responsibility of the purchaser.

LIMITATIONS

This limited warranty does not apply to malfunctions if the swim spa has been subject to misuse, alteration or attempted alteration, repairs or attempted repairs by a non-approved service center or if a failure or malfunction is due to improper installation, improper water chemistry, improper maintenance, an act of God, weather conditions or other damage from causes beyond the control of Master Spas, Inc.. Misuse or abuse shall mean operation of the swim spa other than in conformity with the Master Spas, Inc. Owners Manual. Such misuse and abuse shall include but not be limited to the following:

- Damage of the swim spa surface caused by leaving the swim spa uncovered or due to covering the swim spa with plastic film of any kind.
- Damage to the swim spa surface caused by contact with unapproved cleaners or solvents.
- Damage caused by operation of the swim spa at water temperatures outside the range of 34° F - 104° F.
- Freeze damage
- Damage caused by unapproved sanitizers such as calcium, sodium hypochlorite, "tri-chlor" type chlorines or any sanitizing chemical that may remain un-dissolved on the swim spa surface.

MICHAEL PHELPS SIGNATURE SWIM SPAS BY MASTER SPAS: RX COMMERCIAL LIMITED WARRANTY

- Damages or malfunction due to a dirty, clogged, calcified filters or use of an unapproved filter cartridge.
- Damages or malfunction caused by failure to provide even proper support for the swim spa.
- Damages or malfunction caused during installation of the swim spa.

WARRANTY REGISTRATION

The original purchaser must, within ten (10) days from the date of the original purchase, register on line at www.masterspas.com. In the event of a warranty claim of a defect or malfunction covered under the provisions of this limited warranty, the original purchaser must first notify in writing the dealer who sold the swim spa within ten (10) days of the initial malfunction or discovery of defect. If the dealer does not provide service, then the purchaser should contact Master Spas. Inc. customer service department, via the web site, or provide written notice of the malfunction or defect at the address below. Within a reasonable time of receipt of the notice of the warranty claim, the Master Spas, Inc. dealer or an approved service center representative of Master Spas, Inc. will inspect the swim spa to determine if the malfunction or defect is a covered malfunction or defect under this limited warranty. If it is determined that the malfunction or defect is not covered by this limited warranty, the cost of the service call is the sole responsibility of the purchaser. If it is determined that the malfunction or defect is covered under this limited warranty, Master Spas, Inc. through its dealer, or approved service center representative will repair or replace the covered item. Master Spas, Inc. reserves the right for its dealers or approved service centers to collect from the original purchaser reasonable travel expenses. In addition, access charges will be assessed if the swim spa is not reasonably assessable for inspection, repair or replacement. This limited warranty is extended only to the original purchaser and is not transferable. This limited warranty becomes void upon the transfer of ownership of the swim spa or moving of the swim spa to a different location.

DISCLAIMERS

MASTER SPAS, INC. NEITHER ASSUMES NOR DO WE AUTHORIZE ANY OTHER PERSON TO ASSUME FOR US, ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF SPAS MANUFACTURED BY MASTER SPAS, INC. THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO A PURCHASER AND MASTER SPAS, INC. SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM MISUSE OF THE SWIM SPA OR CAUSED BY ANY DEFECT, FAILURE OR MALFUNCTION OF THE SWIM SPA, WHETHER A CLAIM IS BASED UPON WARRANTY, CONTRACT, NEGLIGENCE OR OTHERWISE. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THIS LIMITED WARRANTY SPECIFICALLY EXCLUDES ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, OTHERWISE ALL IMPLIED WARRANTIES

ARE LIMITED IN DURATION TO TWO (2) YEARS FROM THE ORIGINAL DATE OF PURCHASE. SOME STATES DO NOT ALLOW THE LIMITATION OF THE DURATION OF IMPLIED WARRANTIES, SO THIS LIMITATION MAY NOT APPLY TO YOU. THERE ARE NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, OF ANY KIND OR NATURE WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

