

# TROPICAL SPAS



## LIMITED WARRANTY

*TROPICAL SPAS warrants this "TROPICAL" acrylic fiberglass spa will retain its structural integrity and acrylic finish for a period of three (3) years. During this time period, TROPICAL SPAS warrants that the finish will not split, break, rip, corrode or tear apart. The plumbing and all parts installed by TROPICAL SPAS is warranted for a period of two (2) years and a one (1) year warranty on labor. This warranty is subject to the following terms or conditions.*

1. The warranty only extends to, and is enforceable by the original retail purchaser during the period the purchaser resides at and occupies without interruption the real estate on which the equipment is installed. This warranty shall be effective upon the condition precedent that the owner's registration card has been completed and returned to TROPICAL SPAS, 6927 Lincoln Parkway, Fort Wayne, IN 46804 within ten (10) days of purchase.
2. TROPICAL SPAS warrants the wood skirting surrounding the spa to be free from defects in material and workmanship at the time of purchase. Because wood is a natural product and subject to weathering, any fading, crazing, cracking or warping of the wood finish is not covered.
3. In the event of a warranty claim, send a letter to CUSTOMER SERVICE, 6927 Lincoln Parkway, Fort Wayne, IN 46804. Include in the letter your name, address, phone number, model name, serial number of the spa, nature of the defect, original purchase date and the name and address of the dealer from whom you purchased the product.
4. In the event of a failure of a product manufactured by TROPICAL SPAS to conform to this warranty, TROPICAL SPAS will, at its option, replace or repair the product after confirmation of its defect by our authorized representative at the site. Repair or replacement of spa shell will be made after confirmation of the defect. All freight charges incurred in sending a defective part to TROPICAL SPAS or a repaired or replacement part being returned to the purchaser are the express responsibility of the purchaser and must be paid by the purchaser, as well as the cost of removing the defective part and installing the repaired or replacement part.
5. The spa must have been installed according to recommended procedures. TROPICAL SPAS neither assumes nor do we authorize any other person to assume for us, any other liability in connection with the sale of products of TROPICAL SPAS. The warranty shall not apply to any product which has been subject to accident, negligence, alteration, abuse, improper installation, civil disturbances, or acts of God, The remedy set forth in this warranty shall be the exclusive remedy available to a purchaser, and TROPICAL SPAS shall not be liable for any incidental or consequential damage resulting from the use of this product, whether a claim is based upon warranty, contract, negligence or otherwise.
6. This warranty specifically excludes any and all implied warranties of merchantability and/or fitness for a particular purpose. There are no other warranties of any kind or nature which extend beyond the description on the face hereof.