

2008 Inter-Spas Warranty Program

All Spas sold by Inter-Spas.com are warranted by the manufacturer of such spas to be free from defects in materials and workmanship under the following guidelines and lengths of term:

10 Years Fiberglass Support Structure

Fiberglass Support Structure (Fiberglass undercarriage) is warranted against defects in materials and workmanship that results in loss of water through the fiberglass for a prorated period of 10 years from the original date of purchase. The prorated deduction for depreciation is 10% of the cost of the replacement shell per year for ten years from the original date of purchase. (For example by year three the manufacturer's liability would 70% of the cost of the repair /replacement and the original purchaser will be liable for 30%.) In the event that this warranty need be redeemed at any point during the coverage term of the warranty, the entire spa must be returned to the manufacturer, freight prepaid by the purchaser, for repair or replacement of the fiberglass vessel. Should the manufacturer replace the fiberglass vessel and no longer be producing the exact same model, a model of current equal market value with similar features may be used as substitution. In most cases, at the manufacturer's discretion, the original components consisting of but not limited to plumbing, fittings, cabinet frame, cabinet exterior and electrical equipment will be reinstalled on the replacement vessel. In any event that the original components cannot be used with the replacement fiberglass vessel, it will be the purchaser's responsibility to pay associated costs for replacement components. All associated removal, shipping and installation costs are the sole responsibility of the original purchaser.

5 Years Acrylic Finish

The finish of your spa is manufactured with acrylic. The manufacturer warrants your Spas acrylic finish against cracking, blistering or delaminating for a prorated period of 5 years from the original date of purchase. In the event that this warranty need be redeemed at any point during the coverage term of the warranty, the original purchaser must contact the manufacturer to schedule repair of the acrylic finish. It is the Original purchaser's responsibility to provide adequate access to the spa to make any such repairs. If the manufacturer deems the defect to be unsuitable for repair on site, the manufacturer reserves the right to replace the spa finish by replacing the entire fiberglass vessel and acrylic finish of the spa. The prorated deduction for depreciation of the cost of repair / replacement under this section of the warranty is 20% per year. (For example by year three the manufacturer's liability would 40% of the cost of the repair /replacement and the original purchaser will be liable for 60%.) In such an instance that the acrylic finish need be replaced, the entire spa must be returned to the manufacturer, freight prepaid by the purchaser. Should the manufacturer replace the Acrylic finish and fiberglass vessel,

and no longer be producing the exact same model, a model of current equal market value with similar features may be used as substitution. In most cases, at the manufacturer's discretion, the original components consisting of but not limited to plumbing, fittings, cabinet frame, cabinet exterior and electrical equipment will be reinstalled on the replacement vessel. In any event that the original components cannot be used with the replacement fiberglass vessel, it will be the purchaser's responsibility to pay associated costs for replacement components. All associated removal, shipping and installation costs are the sole responsibility of the original purchaser.

5 Year Plumbing

The manufacturer warrants the plumbing and plumbing components of your spa be free of defects in materials or workmanship resulting in loss of water for a period of five years from the original date of purchase. In the event that this warranty need be redeemed at any point during the coverage term of the warranty, the original purchaser must contact the manufacturer for replacement parts. It will be the responsibility of the original purchaser to return all defective components to the manufacturer to obtain replacement parts under this warranty. Shipping, labor and associated installation charges of any replacement components will be the sole responsibility of the original purchaser.

1 Year Electrical Components

The manufacturer warrants all electrical components including but not limited to control systems, topside controls, control packs, heater(s), pumps, ozonators & Audio / Visual equipment such as TVs, DVD players, CD players, stereos, subwoofers, amplifiers and speakers for a period of one year from the original date of purchase. In the event that this warranty need be redeemed at any point during the coverage term of the warranty, the original purchaser must contact the manufacturer for replacement parts. It will be the responsibility of the original purchaser to return all defective components to the manufacturer to obtain replacement parts under this warranty. Shipping, labor and associated installation charges of any replacement components will be the sole responsibility of the original purchaser.

Limitations

This warranty implies to portable spas sold by Inter-Spas.com to residential consumers only. This warranty is void if the spa is used for commercial purposes. This limited warranty is extended only to the original purchaser and becomes void upon transfer of ownership of the spa or moving of the spa to a different location than the original point of installation. Light bulbs, light lenses, fuses, covers, pillows or any aftermarket accessories installed are specifically excluded from this warranty. Cost of installation, removal and or shipping of the spa or replacement parts are not covered by this limited warranty and are the sole responsibility of the purchaser. In the event that it is necessary to remove the spa to perform a covered repair or replace the spa, any and all costs of

removal and replacement, including but not limited to shipping, labor, landscaping, decking, fencing, or other costs associated with the removal or replacement of the spa are the sole responsibility of the purchaser. When attempting to inspect, repair or replace if it is necessary to incur cost to obtain access to the spa, any such costs to obtain access shall be the sole responsibility of the purchaser.

Exclusions

This limited warranty specifically excludes defects or malfunctions that are determined by the manufacturer to have been subject to misuse, alteration, attempted alterations, improper water chemistry, improper maintenance, improper installation, improper wiring, act of God or other damage from causes beyond the control of the manufacturer. Any damage caused by freezing is specifically excluded from this warranty.

Disclaimers

The Manufacturer neither assumes nor authorizes any person to assume for the manufacturer, any other liability in connection with the sale of spas manufactured by the manufacturer. This limited warranty shall be the exclusive remedy available to the purchaser and the manufacturer shall not be liable for any incidental or consequential damages resulting from misuse of the spa or caused by any defect, failure or malfunction of the spa, whether a claim is based upon warranty, contract, negligence or otherwise.

This warranty specifically excludes any and all implied warranties of merchantability and or fitness for a particular purpose. There are no other warranties express or implied, of any kind or nature which extends beyond the description of face hereof.