

2011 Futura Spas Limited Warranty

WARRANTY FOR U.S. MODELS BUILT IN 2011

Futura Spas warrants certain specific parts of the spa described below. The warranties apply only to the person who first purchased the spa and is non-transferable. In this limited warranty, Futura Spas is called “we” and the original purchaser of the spas is called “you”.

If you have your original proof of purchase, the warranties will start on whichever occurred later of (1) your date of purchase or (2) the date the spa was manufactured. If you do not have your proof of purchase, the warranties begin on the date the spa was manufactured.

Twenty-five Years on Spa Shell Structure. We warrant that the spa shell structure (meaning the fiberglass reinforcements) will not leak due to defects in workmanship and materials for a period of twenty-five (25) years from the date the warranty starts.

Fifteen Years on Spa Shell Surface. We warrant that the exterior acrylic surface finish will be free from blistering and cracking due to a defect in material or workmanship for a period of fifteen (15) years from the date the warranty starts.

Two Years on Spa Plumbing. We warrant that the plumbing components will be free from defects in workmanship and materials for a period of two (2) years from the date the warranty starts.

Two Years on Spa Electronic Control Systems, Pumps(s) and Heater. We warrant that the factory-installed electrical components will be free from defects in workmanship and materials for a period of two (2) years from the date the warranty starts.

Two Years on Permawood Spa Cabinet. We warrant that the Permawood Spa Cabinet will be free from defects in workmanship and materials for a period of (1) one year from the date the warranty starts. Normal wear or appearance is not included.

One Year on Ozone Generator. We warrant the ozone generator (ozonator) will be free from defects in workmanship and materials for a period of (1) one year from the date the warranty starts.

One Year on L.E.D Lights. We warrant any L.E.D. Lights to be free from defects in workmanship and materials for a period of (1) one year from the date the warranty starts.

One Year on Spa Cover. Spa covers are warranted for one year from the date the warranty starts by the manufacture of the spa cover. Please see spa cover warranty card included with the cover for details and exclusions.

Ninety Days on Spa Pillows. Spa Pillows are subject to water chemistry variation and are warranted for ninety (90) days from the date the warranty starts.

Exclusions

The warranty does not cover:

- Any commercial use of spa or spas located outside of the 48 contiguous United States.
- Spa Covers, Cover Lifters or other spa accessories.
- Normal wear and tear items or consumable items such as, but not limited to, pump seals, pump bearings or light bulbs.
- Unauthorized repairs or replacements.
- Discoloration or Fading.
- Any conditions resulting from negligence, alterations, misuse, accidents, vandalism, failure to maintain the spa in accordance with the owner's manual, including use of any chemical or cleaning agent not intended for use on a spa or which is used in greater quantities than those specified in the owner's manual.
- Failure to adequately protect the spa from extremes in temperature.
- Failure to install spa in accordance with the owner's manual.
- Failure to properly support the base of the spa.
- Damage caused by failure to mitigate losses caused by a component failure.
- Water or Chemical Costs.
- Damage caused by shipping or moving the spa.

LABOR WARRANTY

Labor is defined as the work completed by a technician in your home. Futura Spas does not include any labor warranty. The customer will be responsible for all labor costs.

What Will We Do to Correct Problems?

Structural Warranty: During the twenty-five (25) year period after this warranty starts, we will pay the retail repair costs or retail replacement costs to repair or replace the shell structure. If we replace your spa more than five (5) years after the warranty period starts, we will not pay for the costs of the installed plumbing components. You must pay for the installed plumbing components.

Surface Finish Warranty: During the first five (5) years of this warranty, we will pay the retail repair costs to repair the surface finish or the retail replacement costs to replace the spa, at our election. During the remainder of the warranty period, we will pay 50% of the retail repair costs to repair the spa surface finish or 50% of the retail replacement costs to replace the spa. If we replace your spa more than five (5) years after the warranty period starts, we will not pay for the costs of the installed plumbing components. You must pay for the installed plumbing components.

Plumbing Warranty; Parts Warranty; Component Warranty: We will provide a replacement part.

All Warranties: If we determine that repair is not feasible, we reserve the right to provide a replacement spa equal in value to the purchase price you paid for your spa.

Warranty Performance

To make a claim under this warranty, contact us directly at the addresses listed below. Do not contact the retailer from whom you purchased the spa. You must give us written notice of your warranty claim and, if you have it, a copy, of your proof of purchase, within ten (10) days of the time when you first discover the claim. If you cannot provide a copy of your original proof of purchase, you must provide the name of the retail store where your spa was purchased and the spa serial number.

If the warranty claim relates to a component part, you must return the part to us. Before returning a defective part or spa for warranty service to us, you must first contact our service department to obtain a RGA NUMBER (return good authorization number).

We will determine whether a defective part or spa is to be repaired or replaced. We have the right to inspect your spa at its location and, if we request such inspection, you must give us access to the spa to obtain warranty service. If you cannot provide a copy of your original proof of purchase, the name of the retail store where your spa was purchased and

the spa serial number must be provided to us.

If your warranty claim is approved, we will only repair your spa or replace your spa or the part at the factory, and you must pay the cost to return the spa or part to us. We do not have any authorized service representatives.

Contacting Us

By Mail:

Futura Spas
3700 Progress Road
Norfolk, VA 23502

By Telephone:
757-855-0381

By Email:
info@futurespas.com

Costs and Charges not Covered by this Warranty

This warranty does not cover the costs of transportation to and from us to get warranty service or replacements. You must pay the transportation costs.

We do not pay for the costs to get access to or to remove the spa or the part from where it is installed. We do not pay to install any replacement part or spa, such as labor costs you may incur to install the replacement part or spa. We do not pay for any costs to dismantle and remove the spa or the part or drain or refill the spa.

You must pay all costs to repair or replace your spa or the part in excess of the retail replacement costs or retail repair costs we pay under this warranty.

Retail replacement costs are determined at the time of warranty service. It is our retail price at that time for a comparable spa or part. Retail repair costs are also determined at the time warranty service. It is our repair charge at that time for the same or similar defect which we would charge

the general public. The retail replacement costs and retail repair costs are not the prices or charges charged in sales or special offers.

Limitations

We are not responsible for any warranty service performed by anyone other than us. The implied warranty of merchantability and the implied warranty of fitness for a particular purpose are limited to the shortest time period allowed by law.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

No other warranties, written or oral, are given except as set forth in this Limited Warranty and no person, including any dealer or retailer, has authority to modify this Limited Warranty. We are not liable for any consequential or incidental damages arising out of or in connection with your use of the spa or any component or the performance or defect in the spa or any component part. This limitation includes damages for economic loss, loss of property, and personal injuries. In no event shall our liability under this Limited Warranty exceed the purchase price you paid for this spa.

Some states do not allow the exclusion or limitation of incidental or consequential damages so the above limitation or exclusion may not apply to you.

Our only liability and your only remedy for any claim against us from any cause whatsoever is the repair or replacement of the defective part as set forth above or, at our option, a refund of the purchase price paid by you. This includes any claims arising from our failure to use reasonable care (negligence) or breach of any of the express limited warranties or the implied warranties of merchantability or fitness for a particular purpose. This also applies whether the defect is discoverable or latent. In no event will we have any liability in excess of the purchase price paid by you. These limitations apply during and after the applicable warranty period, whether or not the spa or component is covered by the warranty.

Your Rights Under State Law: This Limited Warranty gives you specific legal rights, you may also have other rights which vary from state to state.