CONDITIONS OF ACURA SPA SYSTEMS LIMITED WARRANTY

ACURA SPA SYSTEMS, INC. • 2954 RUBIDOUX BLVD. • RIVERSIDE, CA 92509 • FAX: 951-684-6677

Acura Spa System Products are warranted to be free of defects in parts and workmanship at time of purchase by the original owner from Acura Spa Systems, Inc. If this product is found to have a manufacturing defect, Acura Spa Systems will repair or replace defective parts with new or remanufactured ones at our option at no charge to the original owner. For 18 months from date of original purchase or 2 years from date of manufacture (whichever occurs first). Blowers, Minitrol II Series Spa Controls and Top Side Controls are only warranted for 12 months from date of manufacture. Titanium Heaters for the Megatrol[™] and Cosmoheat Titanium heaters are warranted for 5 years from date of manufacture. Pump motors are warranted by the motor manufacture. Parts used for replacement are warranted for the REMAINDER of this original limited warranty period.

Acura Spa Systems will provide replacement of defective parts without charge, subject to the following conditions:

- 1. Owner must provide verification of the date of purchase when requesting limited warranty service (paid sales receipt required from Acura Spa Systems).
- 2. All repairs must be performed by an authorized Acura Spa Systems facility. If information is needed in obtaining the location of the nearest authorized service facility, please contact the service department of the factory. Acura Spa Systems does not warrant labor done outside of Acura Spa Systems facilities.
- 3. Units shipped to service facility must be in original shipping carton and/or properly packed to prevent damage, freight prepaid and fully insured. Acura Spa Systems will return units freight collect. Please include proof of purchase and description of problem with attached "Return Goods Authorization." Do not ship without paper **"Return Goods Authorization"**. Please contact the factory to obtain your Return Goods Authorization number. Expenses of shipment and cost of repair of products to an authorized Acura Spa Systems service facility are the responsibility of the purchaser.
- 4. Installation and removal labor is the responsibility of the purchaser.
- 5. For warranty to be effective, a maintenance record of regular service must be provided.
- 6. Installer's electrical license number and city/county inspector's approval must be provided.
- 7. Installer is responsible for all damages done during or as a result of their installation.
- 8. Replacement parts are only warranted when installed at Acura Spa Systems facility.

Warranty Limitations

Acura Spa Systems liability is limited only to part replacement. The Limited Warranty provided by Acura Spa Systems does not cover:

- A. Spa shell, spa skirt, modifications of original product or component not part of Acura Spa Systems products.
- B. Any defect, malfunction or failure caused by or resulting from improper service, maintenance, installation or water supply to pump, water chemistry, packaging for return or repairs made or attempted by other than Acura Spa Systems, neglect, accident or any other cause beyond the control of Acura Spa Systems.
- C. Rotating the pump housing from the original manufactured position will void the warranty.
- D. Accessory cords (such as for pumps, lights, blowers, ozonators, stereos, fiber optics, mist pumps, etc.) must be checked for proper electrical connections to their appropriate electrical control box

receptacle. Improperly wired cords will damage electrical circuitry inside the control and will void warranties.

- E. Accessory cords improperly plugged in or plugged into the wrong electrical control box receptacle will damage electrical circuitry inside the control and will void warranties.
- F. Uncrating, set-up or installation, adjustment of customer operated controls.
- G. Any products with serial numbers altered or removed.
- H. Commercial or industrial uses.
- I. Accident or acts of God.
- J. In no event shall Acura Spa Systems be liable for loss of profits, indirect, consequential or incidental damages.
- K. Improper electrical installation.
- L. Damages caused by electrical power failure.
- M. Damages caused by freezing.
- N. Damages caused by water below 40°F (4°C).
- O. Damages caused by water above 122°F (50°C).
- P. Damages caused by exposure to heat over 122°F (50°C).
- Q. Water damaged digital top side controls or P.C. boards, improperly installed components, or water damaged components will void the warranty.
- R. Aquassage Boot is not warranted against discoloration, cracks, cuts, or misuse.
- S. Pump seals and O-Rings are only warranted for 90 days from the original date of purchase. Damage to Seals and O-Rings due to chemicals are not covered by this limited warranty. Running pumps with low water level or no water will damage the pump seals and impellers. Leaking seals may cause damage to electric motors and this is not covered under the warranty.
- T. Individually purchased parts and products that are not assembled by Acura Spa Systems, Inc. are not covered by this limited warranty.
- U. Dry fired heaters, chemically damaged heaters, and corroded heaters are not warranted. Chemicals with acid mordant substances are harmful to the heater's pump seals and other metal components and will void the warranty. Water damaged P.C. boards, improperly installed components, or water damaged components will void the warranty.
- V. All plastic components are warranted to be free from defects in manufacturing. Plastic components are not warranted for cracking, discoloration, fading, warping, or damage during use outside of Acura Spa Systems.
- W. Warranty does not cover damage during shipment. All items shipped from Acura Spa Systems are shipped insured if requested by purchaser. Please contact the carrier to file a claim.
- X. Warranty does not cover water damaged or miswired blower motors.
- Y. All parts and motors are warranted by their original manufacturers.
- Z. Blown fuses and blown capacitors are not warranted.
- AA. Parts sold as DIY are not warranted by Acura Spa Systems.
- BB. All electric motors are warranted solely by the motor manufacturers.
- CC. No person, agent, distributor, dealer, service facility or company is authorized to change, modify or amend the terms of this limited warranty in any manner or fashion whatsoever. Except and to the extent provided in this limited warranty, Acura Spa Systems makes no express warranty regarding Acura Spa Systems products.

Further, all implied warranty relating to any portion of this product, including any warranty or merchant ability or fitness, for a particular purpose is limited to the duration of the applicable expressed warranty contained above. Acura Spa Systems shall not be liable to the purchaser or to any other person for any incidental or consequential damages, so the above limitation and exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which vary from state to state. Acura Spa Systems, Inc. is headquartered in Riverside, California. Any legal claims filed against Acura Spa Systems, Inc. or its officers must be filed in the district of Riverside California. This warranty is subject to change only by Acura Spa Systems, Inc. **Important Notice:** In order to allow Acura Spa Systems to better service customer needs, please provide us with model and serial numbers, which are located on the front of your product.

Model No.	Serial No
Date Purchased	Mfg. Code
Dealer Name	
Dealer Address	
City	State Zip
R.G.A.#	

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