

LIMITED

WARRANTY

**MICHAEL PHELPS
SIGNATURE SWIM SPAS**
by  MASTER SPAS

10 YEARS TEN YEARS - SWIM SPA STRUCTURE

Master Spas, Inc. warrants to the original retail purchaser the structural integrity of the swim spa against water loss from the swim spa due to defects in material or workmanship, in the swim spa structure for a period of ten (10) years from the date of the original retail purchase (repair or replace the swim spa shell or any part of the structure).

5 YEARS FIVE YEARS - EQUIPMENT

Master Spas, Inc. warrants to the original retail purchaser the swim spa equipment (pumps, heater, and control system) should a component of the Equipment Pack fail or malfunction due to defects in material and workmanship for a period of five (5) years from the date of the original retail purchase. Master Spas, Inc. will either repair or replace the defective component, including replacement parts and labor to install them (parts and labor).

2 YEARS TWO YEARS - WAVE PROPULSION SYSTEM

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

(OPTIONAL) AUDIO EQUIPMENT

Audio System: Master Spas, Inc. warrants to the original retail purchaser, the optional stereo and enclosure components within the audio system against malfunctions due to defects in material and workmanship for a period of one (1) year. This limited warranty on all optional Audio Equipment covers labor for a period of (90 days) from the date of original retail purchase. After (90 days) the purchaser is solely responsible for any labor costs associated with the repair or replacement of a defective audio component. Master Spas, Inc. shall not be responsible for any damages or losses to any accessories, including but not limited to iPods or similar systems, caused by a defect or malfunction of any component.

SKIRTING

Master Spas, Inc. warrants to the original retail purchaser that the optional MasterTech™ skirting will not crack or rip due to defects in material for a period of five (5) years from the date of the original retail purchase. Master Spas, Inc. warrants to the original retail purchaser that the DuraMaster Polymer™ skirting will not crack or rip for the life of the swim spa. Bowing that can occur under some conditions is considered normal and not covered by this limited warranty. If the skirting on the swim spa fails due to defects in materials or workmanship, Master Spas, Inc. will either repair or replace the defective skirting. The cost of shipping and installation of any replacement skirting is the sole responsibility of purchaser (parts only).

5 YEARS FIVE YEARS - PLUMBING

Master Spas, Inc. warrants to the original retail purchaser for a period of five (5) years from the date of original retail purchase that the plumbing of the swim spa will not leak due to defects in material and workmanship (Master Spas, Inc. will provide replacement parts and labor to repair or replace the defective components). Jet internals are warranted against malfunctions due to defects in material and workmanship for a period of (5) years from the date of original retail purchase (Master Spas, Inc. will provide replacement jet internal parts only). The cost of shipping and installation of any Jet internals is the sole responsibility of the purchaser.

7 YEARS SEVEN YEARS - SHELL SURFACE

Master Spas, Inc. warrants to the original retail purchaser that the acrylic finish will not blister, crack or delaminate for a period of seven (7) years from the date of original retail purchase as a result of defects in material or workmanship. Master Spas, Inc. will either repair or replace the defective shell, including labor to repair or replace the defective shell.

LED LIGHT SYSTEM

Master Spas, Inc. warrants to the original retail purchaser, for a period of one (1) year from the date of original retail purchase that the optional, factory installed LED light system will not malfunction due to defects in workmanship and materials. If the LED light system or any component thereof malfunctions, Master Spas, Inc. will either repair or replace the defective components. This limited warranty on LED light systems covers the labor for a period of one (1) year from the original date of purchase. After one (1) year the purchaser is solely responsible for any labor costs associated with the repair or replacement of a defective component.

OZONATORS

Master Spas, Inc. warrants to the original retail purchaser that the factory installed ozonators will not malfunction due to defects in the ozonator for a period of two (2) years from the date of original retail purchase. If the ozonators malfunction due to a defect in materials or workmanship, Master Spas, Inc. will either repair or replace the defective components including parts and labor.

MICHAEL PHELPS SIGNATURE SWIM SPAS BY MASTER SPAS: LIMITED WARRANTY

EXCLUSIONS

This limited warranty is enforceable only by the original retail purchaser. Light bulbs, light lenses, fuses, covers, swim spa pillows or any dealer installed accessories are specifically excluded from this limited warranty. All warranties are void if the swim spa is placed in commercial service. In the event it is necessary to remove the swim spa from the residential 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.
- 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.

Master Spas, Inc. reserves the rights to void the equipment warranty should any damages occur to the system from the use of filter cartridges other than those approved by Master Spas, Inc. Master Spas, Inc. in its sole discretion shall determine if any damage to equipment is the result of the use of an unapproved filter.

WARRANTY REGISTRATION AND WARRANTY CLAIM PROCEDURE

The original retail purchaser must within ten (10) days from the date of the original retail 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 retail purchaser must first notify in writing the retail dealer who sold the swim spa within ten (10) days of the initial malfunction or discovery of defect. If the retail 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 retail dealer or an approved independent service center representative 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 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 the retail dealer, or approved independent service center will repair or replace the covered item. Master Spas, Inc. reserves the right for it's dealers or approved service centers to collect from the retail 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 retail 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 SWIM 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 RETAIL 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. SOME STATES DO NOT ALLOW THE LIMITATIONS OF REMEDIES SO THESE LIMITATIONS MAY NOT APPLY TO YOU.



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