

Warranty Terms and Conditions:

Five (5) Year – Fitness Series Spa Structural Warranty

Premium Leisure LLC warrants the Fitness Series spa shell structure against the loss of water through the fiberglass laminate of the shell caused by defects in materials and workmanship for a period of Five (5) years from the date of purchase. Contact manufacturer if you have any questions concerning warranty issues.

Two (2) Year – Fitness Series Spa Surface Warranty

Premium Leisure LLC Warrants the Fitness Series interior acrylic spa surface against blisters, cracks, or delaminating resulting from a defect in the acrylic surface material for a period of Five (2) years from the date of purchase, based on the following formula: Suggested retail price divided by months covered (24), multiplied by months owned = replacement cost.

Lifetime Manifold Plumbing Parts Warranty

Premium Leisure LLC warrants the Fitness Series plumbing manifolds, fittings, and parts to be free of defects in materials or workmanship for as long as the original purchaser owns the spa.

One (1) Year – Limited Spa Equipment Warranty

Premium Leisure LLC warrants the Fitness Series Spa electrical equipment and components to be free of defects in materials and workmanship for a period of one (1) year on major spa components (electrical system, spa controls, motors) and ninety (90) day, authorized field service on these items. Ninety (90) day (Parts ONLY) Limited Warranty on all optional accessory items (optional cabinets, fixtures, trim kits, skirts, CD & MP3 players, all other music and video devices, ozone, waterfall assembly, LED lighting, etc). All perishable, cosmetic or owner serviceable items, spa cover, light bulb, light lenses, fuses, headrests, cabinet, filters, cover-lift, spa drain, jet inserts, etc are warranted to be free of defects in materials and workmanship at the time of delivery. These items may be covered by a manufacturer's warranty, which may have a longer duration than this Limited Warranty. Premium Leisure LLC may serve as an agent in presenting claims under the manufacturers' warranties, but disclaims any liability there under. In the event Premium Leisure LLC provides parts to replace an alleged defective part under warranty owner will be billed for the cost thereof and credited, minus freight, upon both the defective part being returned to Premium Leisure LLC and the manufacturer of said part accepting warranty claim.

Warranty Performance

In the event of a suspected defect, under the terms of this Limited Warranty, notify manufacturer. Use all reasonable means to protect the spa from further damage. A service representative will provide the technical labor only, to affect the repair subject to the terms and conditions contained in this Limited Warranty. The service representative may assess reasonable travel charges. Visits to simply diagnose, troubleshoot, or inspect problems are not covered under this Limited Warranty. If we determine that repairs are not feasible due to functional defect, we reserve the right to provide a replacement part or spa in lieu of repair. We will replace with a part of value equal to the original purchase. In such event, owner is responsible for expenses including removal, shipping, and re-installation of the existing or replacement hot tub. The replacement spa or part will carry the balance of the original spa's warranty, if any. Either party's waiver of any breach or failure to enforce any of the terms or conditions of the warranty shall not in any way affect, limit or waive such party's right at any time to enforce strict compliance with every term and condition thereof.

Limitations and Exclusions

This Limited Warranty applies to spas sold after January 1, 2008. This Limited Warranty takes effect from the date the unit was originally purchased or six months from the date of manufacture whichever comes first. This Limited Warranty applies only to the Original Purchaser and terminates with any transfer of ownership. This Limited Warranty does not apply to a spa used for any commercial, rental, club purposes or for any spa used outside of the United States. The purchaser must establish the date of purchase by dated sales invoice of delivery receipt.

This Limited Warranty does not cover damage resulting from abuse, misuse, or neglect including any installation, operation, maintenance or use of the spa other than in accordance with the Owner's Manual of the spa. Damage caused by operation of the spa at water temperatures outside the range of 32 degrees F. and 120 degrees F., damage caused by dirty, clogged, or calcified filter cartridges, damage to the spa surface caused by improper use of chemicals or cleaning agents, allowing un-dissolved spa sanitizing chemicals to lie on the surface, damage caused by improper pH balance or other improper water chemistry, damage caused by failure to provide even and sufficient support for the spa, are considered abuses and may invalidate this Limited Warranty. Damaged caused by repairs or alterations performed by anyone other than an authorized service representative is not covered. Failure caused by accidents, acts of God, nonstructural normal wear and tear, cosmetic blemishes and other causes beyond our control are excluded.

The warranty is in lieu of all other warranties, expressed or implied, including implied warranties of merchantability and fitness for a particular purpose. In no event shall manufacturer be liable for incidental or consequential damages.

Disclaimers

The spa owner is required to provide unencumbered access to the spa for any warranty repair or inspection. Manufacturer shall not be liable for loss of use of spa or other incidental or consequential costs, expenses or damages, which may include, but are not limited to water damage, or the removal of a permanent deck or other customer fixture. Under no circumstances shall we, or any of our representatives be held liable for injury to any person or damage to any property, however arising. This warranty gives you specific legal rights and you may have other rights. No service company, or other party is authorized to change, modify, or extend the terms of this Limited Warranty in any manner what so ever. The jurisdiction and venue for any litigation arising with respect to the transaction evidenced by this warranty shall be the Circuit Court in and for Pinellas County, Florida and Buyer hereby agrees to such jurisdiction and venue.

*Premium
Leisure* LLC