

LIMITED WARRANTY

This warranty is a limited warranty within the meaning of Title 1 of the Federal Trade Commissions Improvement Act. It begins on the date of purchase and extends to the original purchaser only. Obligation to this warranty is limited to the repair or replacement of defective parts that are returned to Cloud 9 Spas for repair solely. If your spa develops a defect within the warranty period and the defect is a warranty related issue, it will be repaired by Cloud 9 Spas or its authorized agent. If the defect is not warranty related, the spa owner is responsible for all charges related to the repair of the spa. This warranty does not cover any spa that has been subject to misuse, neglect, negligence, improper water balance and/or chemistry, accident, civil disturbance, acts of God, or that has been operated in any way contrary to the recommended operating instructions or that has not been installed as specified in Cloud 9 Spas' Owner's Manual. This warranty does not cover any spa that has been modified or altered except with parts or options that are authorized by Cloud 9 Spas and installed according to recommended installation instructions. It does not cover any damage incurred by moving the spa.

To obtain warranty service, contact Cloud 9 Spas at [1-800-383-6119](tel:1-800-383-6119) or by email at customerservice@cloud9spas.com. You will be asked to provide original proof of purchase documents. Cloud 9 Spas' responsibility with respect to warranty is limited to repairing or exchanging defective parts and Cloud 9 Spas reserves the right to use refurbished parts, at its discretion. Cloud 9 Spas neither assumes or authorizes anyone else to assume any other obligation under the terms of this warranty. All final decisions with respect to legitimacy of warranty will be made solely by Cloud 9 Spas and Cloud 9 Spas assumes no liability with respect to loss of use of a spa during warranty repair.

Cloud 9 Spas reserves the right to change or improve the design of its spas without obligation to modify any spa previously manufactured. Cloud 9 Spas reserves the right to use its own sub-contracted repair service with respect to labor warranty.

- **Shell/Surface : Five (5) year pro-rated warranty**

The shell (the water-holding portion of the spa) is warranted against loss of water through the shell due to defects in material or workmanship for a prorated** period of five (5) years. The costs of removing, reinstalling, and any shipping charges related to the structural repair of a spa are the responsibility of the spa owner. Cloud 9 Spas reserves the right to make repairs to the shell either at the spa location, or at its manufacturing plant. This warranty does not cover superficial damages, minor surface imperfections or discoloration, or damage caused by improper water balance and/or chemistry. In the event Cloud 9 Spas assesses that a spa replacement is warranted, the spa cover will not be included in that replacement.

** Pro-rata : Suggested retail price, divided by 60 months, multiplied by months of use, plus shipping and handling = replacement cost.

- **Parts : One (1) year warranty**

The heater, pump, spa pack, top side control and plumbing (excluding sealing gaskets) are warranted to be free of leaks and/or defects for a period of one (1) year.

- **Labor : Ninety (90) days limited warranty**

Labor charges related to repair or replacement of defective components, as listed in the Parts section of this warranty, will be free of charge for a period of ninety (90) days provided that defective components are returned to Cloud 9 Spas for repair. The spa owner may be subject to an authorized service trip charge which is not covered by this warranty. Labor reimbursement does not include routine maintenance such as lubricating O-rings, tightening jets, changing/cleaning filters, chemical checks/adjustments, or anything else that would be deemed routine maintenance. Any other terms and conditions related to labor warranty are an agreement between the original purchaser and Cloud 9 Spas. The original purchaser should consult Cloud 9 Spas for individual terms, conditions and procedures with respect to labor warranty.

- **Incidentals**

The ozone generator, waterfall assembly, rotational jets, pump seal and heater seal are warranted to be free of defects for a period of ninety (90) days for parts only. All alterable accessories (filter cartridges, cover straps, vinyl cover, cover lifters, waterfall housings, main light lens covers, standard light bulbs and LED lights, fuses, shut-off valve, jets inserts) are warranted to be free of defects at time of delivery. The spa cover is warranted to be free of defects at time of delivery. If that is not the case and there is a manufacturing defect with the spa cover, it will be exchanged. Any shipping charges related to the replacement of a spa cover are the responsibility of the spa owner.

- **Disclaimers**

The owner must ensure that access to the spa is available for any repair/inspection under warranty. Components that become defective due to corrosion or scale formation as a result of improper water balance and/or spa maintenance are disclaimed, in their entirety, under this warranty. Cloud 9 Spas assumes no liability or responsibility for incidental, consequential or other damage including, but not limited to, removal of a deck or other custom fixture(s), transportation or shipping charges, telephone charges, rental of a like product during the time warranty service is being performed, travel, loss or damage to personal property or person, and loss of revenue, use, time or convenience resulting from the loss of use of the spa covered by this warranty. Some states/provinces do not allow the exclusion or limitation of incidental or consequential damages. The above limitations and exclusions may not apply to you.

During the winter months, it is the spa owner's responsibility to ensure that the spa's plumbing and shell do not freeze. This warranty does not cover damages caused by frost.