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# Escape<sup>™</sup> Spas

# 2014 LIMITED WARRANTY

This Limited Warranty is extended to the original purchaser of a Cal Spa Escape<sup>™</sup> spa manufactured after January 1, 2014 and installed for residential use wherever Cal Spas are sold through an authorized retail dealer.



# **10 Years Shell Structural**

Cal Spa Escape<sup>™</sup> spas are warranted against water loss due to defects in the spa shell for ten years from the original date of delivery.



# 7 Years Shell Finish

Cal Spa Escape<sup>™</sup> spas are warranted against blistering, cracking, or delaminating of the interior surface of the spa shell for seven years from the original date of delivery.



#### 7 Years Pure Heat<sup>™</sup>

Cal Spa Escape<sup>™</sup> spa heater is warranted to be free from defects in materials and workmanship for seven years from the original date of delivery.



Cal Spa Escape<sup>™</sup> spa electrical equipment components – specifically limited to the pumps and control system - are warranted against malfunctions due to defects in workmanship or materials for five years from the original date of delivery.



#### **5 Years Plumbing**

Cal Spa Escape<sup>™</sup> spas are warranted against leaks due to defects in workmanship or materials for five years from the original date of delivery.



#### 5 Years Cabinet

Cal Spa Escape<sup>™</sup> spa cabinets are warranted against defects in workmanship or materials for five years from the original date of delivery. Normal wear and weathering of the finish will occur naturally over time and are not defects.

#### Warranties for Other Components

The fuses, headrests, cabinet finish, and filters are warranted to be free of defects in workmanship and material at the time of delivery. The factory installed Pure Cure water purification system is warranted against malfunction due to defects in workmanship or material for one year from the original date of delivery except the UV bulb and quartz tube. The UV bulb and quartz tube are warranted for ninety (90) days from the original date of the spa delivery. All stereo-related components (receiver, speakers, sub-woofer, stereo media locker, power supply, wireless remote control etc.) are warranted against malfunction due to defects in workmanship or material for one year from the original date of delivery. All other factory-installed components not mentioned specifically, including, but not limited to the wood frame, jets, diverter valves, LED lighting systems, filter lids, and mechanical components, are warranted against malfunction due to defects in workmanship and material for two years from the original date of delivery.

# **Genuine Cal Spas Parts & Accessories**

This Limited Warranty is void if Cal Spas (the "Manufacturer") or its designated representative determines that the spa has been subjected to damage or failure due to installation of aftermarket parts that are not genuine Cal Spas branded parts and accessories. This disclaimer includes, but is not limited to filters, UV bulbs, ozone systems, salt systems, repair parts and other accessories. Genuine Cal Spas brand parts and accessories are built to our highest standards of quality, durability and performance, and they are designed to work with your Spa to ensure optimal performance and function.

# Performance

SPAS

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This warranty begins on the date of delivery of the spa, but in no event later than one

year from the date of manufacture. To obtain service in the event of a defect covered by this Limited Warranty, notify your Cal Spa dealer or Cal Spas (the "Manufacturer") as soon as possible and use all reasonable



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means to protect the spa from further damage. Upon proof of purchase, a designated service representative will correct the defect subject to the terms and conditions contained in this Limited Warranty. There will be no charge for parts or labor to repair the defect, although providing access to affect the repair is your responsibility as the spa owner. Freight charges for replacement parts is the responsibility of the spa owner. You may be assessed reasonable repairman travel mileage charges. In the event that the spa is removed to a repair facility for repair and reinstalled, the cost of removal and reinstallation will be your responsibility as the spa owner. If the Manufacturer determines that repair of the covered defect is not feasible, it reserves the right to provide a replacement spa instead, equal in value to the purchase price of the original spa. In such an event, reasonable costs for removal of the original spa, shipping costs from the factory for the replacement spa and delivery and installation of the replacement will be your responsibility as the spa owner. The replacement spa will carry the balance of the original spa's warranty. Spa covers are not included. This warranty ends either by specified time frame, owner-transfer, relocation, or installation of any component other than by manufacturer.

#### Warranty Limitations

This Limited Warranty is void if: Cal Spas (the "Manufacturer") or its designated representative determines that the spa has been subjected to alteration, neglect, misuse or abuse, or freight damage caused by the common carrier; any repairs have been attempted by anyone other than a designated representative; or if the failure is caused by accident, acts of God or other causes beyond the control of the Manufacturer. Neglect, misuse and abuse include any installation, operation or maintenance of the spa other than in accordance with the instructions contained in the owner's manual provided with the spa, including but not limited to the failure to maintain proper water chemistry and chemical balance and the use of abrasive or improper cleaners or non-genuine parts and accessories. This Limited Warranty does not provide coverage for the insulating cover, any item attached to or installed on the spa after the date of manufacture, or for gaining access to any component for repair or replacement. Spa units in commercial use are excluded from any coverage whatsoever. The spa owner accepts liability for repair work performed by anyone other than the Manufacturer or a designated Cal Spa representative.

# Limitations

The Manufacturer disclaims all warranties, expressed or implied, in fact or in law, to the extent allowed by your State's Law, including the warranty of merchantability and fitness for use, except as stated specifically herein. All warranty service must be performed by the Manufacturer or its designated representative using authorized Cal Spa parts. No agent, dealer, distributor, service company or other party is authorized to change, modify or extend the terms of this limited warranty in any manner whatsoever. The Manufacturer will not be responsible for any statements or representations made in any form that go beyond, are broader than, or are inconsistent with any authorized literature or specifications furnished by Cal Spas.

#### **Disclaimers**

The Manufacturer and its representatives shall not be liable for any injury, loss, cost or other damage, whether incidental or consequential, arising out of any defect covered by this limited warranty, including without limitation, loss of use of the spa and cost for removal of defective product even if the Manufacturer was advised of the possibility of damage. The liability of the Manufacturer under this limited warranty, if any, shall not exceed the original amount paid for the defective product. Coverage under this limited warranty shall commence as of the original date of delivery and the duration of such coverage shall not extend for any reason whatsoever beyond the stated time periods. These disclaimers shall be equally applicable to any service provided by the Manufacturer and its designated representatives.

#### Legal Rights

This Limited Warranty gives you specific legal rights. You may also have other rights that vary from state to state. Some states do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you.