

SPAFORM
CONSUMER WARRANTY 2006

YOUR STATUTORY RIGHTS ARE NOT AFFECTED BY THIS WARRANTY.

1. DEFINITIONS

In this warranty:

"Authorised Dealer" means either Spaform or a dealer approved by Spaform, a list of whom can be requested from Spaform at Spaform's address below;

"Customer" means the purchaser of the Goods from an Authorised Dealer;

"Goods" means the Portable Spas (non-Spaform branded, Classic and/or Prestige range), and/or the Inground Spas, and/or the Swimming Pool Steps and/or Steam Room Sections, and/or the Whirlpool Baths and/or the Wooden Hot Tubs and/or the component parts of such goods sold by an Authorised Dealer;

"Spa Care Manual" means Spaform's spa care manual provided with the Goods;

"Spaform" means Spaform UK Limited of Spa House, Walton Road, Portsmouth, PO6 1TB, registered in England No.5643932;

"Spaform Warranty" means this warranty document;

"Warranty" shall mean the warranties given by Spaform in respect of the Goods set out in clause 2 below and "Warranties" shall mean more than one Warranty; and

"Warranty Limitations" means the limitations to the Warranties set out in clause 4 below.

2. WARRANTIES IN RESPECT OF THE GOODS

A. PORTABLE SPAS – Spaform Prestige Range

1. Subject to the Warranty Limitations and clause A2 below, Spaform warrants that from the date of delivery of the spa:

1.1 The spa shall not leak due to defects in the spa shell (fibreglass structure) for a period of ten (10) years.

- 1.2 The interior surface of the spa shell (acrylic) shall not blister, peel, crack or de-laminate for a period of three (3) years.
 - 1.3 The pumps, air blower, heater and control system in the spa shall not fail due to defects in workmanship or materials for a period of three (3) years.
 - 1.4 The ozone generator in the spa shall not fail due to defects in workmanship or materials for a period of one (1) year.
 - 1.5 The spa thermal rigid cover shall be free of defects caused by faulty workmanship or materials for a period of one (1) year.
 - 1.6 All other factory-installed components in the spa shall not fail due to defects in workmanship and materials for a period of one (1) year.
 - 1.7 The synthetic wood cabinet attached to the spa shall be free from defects for a period of three (3) years.
 - 1.8 The factory-installed plumbing in the spa shall not leak due to defects in workmanship and materials for a period of two (2) years.
2. Spaform warrants that:
- 2.1 the light lens, light bulb, fuses, headrests and cartridge filter elements in the spa; mineral/chemical cartridges; LED lights;

shall be free from defects in workmanship and materials at the date of delivery.

B. PORTABLE SPAS – Spaform Classic Range

1. Subject to the Warranty Limitations and clause B2 below, Spaform warrants that from the date of delivery of the spa:
 - 1.1 The spa shall not leak due to defects in the spa shell (fibreglass structure) for a period of ten (10) years.
 - 1.2 The interior surface of the spa shell (acrylic) shall not blister, peel, crack or de-laminate for a period of one (1) year.
 - 1.3 The pumps, air blower, heater and control system in the spa shall not fail due to defects in workmanship or materials for a period of three (3) years.

- 1.4 The ozone generator in the spa shall not fail due to defects in workmanship or materials for a period of one (1) year.
- 1.5 The spa thermal rigid cover shall be free of defects caused by faulty workmanship or materials for a period of one (1) year.
- 1.6 All other factory-installed components in the spa shall not fail due to defects in workmanship and materials for a period of one (1) year.
- 1.7 The stained wooden cabinet attached to the spa shall be free from defects for a period of one (1) year.
- 1.8 The factory-installed plumbing in the spa shall not leak due to defects in workmanship and materials for a period of one (1) year.

2. Spaform warrants that:

- 2.1 the light lens, light bulb, fuses, headrests and cartridge filter elements in the spa; mineral/chemical cartridges; LED lights; and
- 2.2 specially requested unstained wooden cabinets,

shall be free from defects in workmanship and materials at the date of delivery.

C. INGROUND SPAS – Spaform Premium Architectural Series (PAS) Range

1. Subject to the Warranty Limitations and clause C2 below, Spaform warrants that from the date of delivery of the spa:
 - 1.1 The spa shall not leak due to defects in the spa shell (fibreglass structure) for a period of ten (10) years.
 - 1.2 The interior surface of the spa shell (acrylic) shall not blister, peel, crack or de-laminate for a period of one (1) year.
 - 1.3 The pumps, air blower, heater and control system on the spa equipment pack (if supplied) shall not fail due to defects in workmanship or materials for a period of three (3) years.
 - 1.4 The ozone generator on the spa equipment pack (if supplied) shall not fail due to defects in workmanship or materials for a period of one (1) year.

- 1.5 The spa thermal rigid cover (if supplied) shall be free of defects caused by faulty workmanship or materials for a period of one (1) year.
 - 1.6 All other factory-installed components in the spa shall not fail due to defects in workmanship and materials for a period of one (1) year.
 - 1.7 The factory-installed plumbing in the spa shall not leak due to defects in workmanship and materials for a period of one (1) year.
2. Spaform warrants that:
- 2.1 the light lens, light bulb, fuses, headrests and cartridge filter elements in the spa equipment pack (if supplied); LED lights;
- shall be free from defects in workmanship and materials at the date of delivery.

D. PORTABLE SPAS – Non Spaform branded

1. Subject to the Warranty Limitations and clause D2 below, Spaform warrants that from the date of delivery of the spa:
 - 1.1 The spa shall not leak due to defects in the spa shell (fibreglass structure) for a period of ten (10) years.
 - 1.2 The interior surface of the spa shell (acrylic) shall not blister, peel, crack or de-laminate for a period of one (1) year.
 - 1.3 The water pumps in the spa shall not fail due to defects in workmanship or materials for a period of three (3) years.
 - 1.4 The air blower in the spa shall not fail due to defects in workmanship or materials for a period of two (2) years.
 - 1.5 The heater and control system in the spa shall not fail due to defects in workmanship or materials for a period of one (1) year.
 - 1.6 The ozone generator in the spa shall not fail due to defects in workmanship or materials for a period of one (1) year.
 - 1.7 The spa thermal rigid cover shall be free of defects caused by faulty workmanship or materials for a period of one (1) year.

- 1.8 All other factory-installed components in the spa shall not fail due to defects in workmanship and materials for a period of one (1) year.
- 1.9 The stained wooden or synthetic cabinet attached to the spa shall be free from defects for a period of one (1) year.
- 1.10 The factory-installed plumbing in the spa shall not leak due to defects in workmanship and materials for a period of one (1) year.

2. Spaform warrants that:

2.1 the light lens, light bulb, fuses, headrests and cartridge filter elements in the spa; mineral/chemical cartridges; LED lights; and

2.2 specially requested unstained wooden cabinets,

shall be free from defects in workmanship and materials at the date of delivery.

E. INGROUND SPAS

Inground spas are portable, domestic or commercial spas which are not self-contained and are supplied for either above or sub-surface installation as per installation instructions detailed by Spaform. In relation to these spas and subject to the Warranty Limitations below, Spaform warrants that from the date of delivery of the spa:

1. The spas shall not leak due to defects in the spa shell (fibreglass structure) for a period of ten (10) years.
2. The interior surface of the spa shell (acrylic) shall not blister, peel, crack or de-laminate for a period of three (3) years.

F. SWIMMING POOL STEPS & STEAM ROOM SECTIONS

Spaform warrants that the swimming pool steps and steam room sections manufactured by Spaform shall be free from defects in workmanship and materials at the time of delivery.

G. WHIRLPOOL BATHS

Subject to the Warranty Limitations, Spaform warrants that from the date of delivery of the whirlpool bath:

1. The whirlpool bath shall not leak due to defects in the whirlpool bath shell (fibreglass structure) for a period of one (1) year.
2. The interior surface of the whirlpool bath (acrylic) shall not blister, peel, crack or delaminate for a period of three (3) years.
3. Any factory-installed equipment on a whirlpool bath shall not fail due to defects in workmanship or materials for a period of one (1) year.

H. WOODEN HOT TUBS

Spaform warrants that wooden hot tubs assembled and plumbed in the factory shall be free from defects in workmanship or materials for a period of one (1) year from the date of delivery.

3. MAKING A WARRANTY CLAIM

- 3.1 In the event of a breach of a Warranty in respect of any Goods supplied by an Authorised Dealer to the Customer the Authorised Dealer shall (subject to this clause 3 and the Warranty Limitations) either replace or repair of the Goods or a refund the price paid for the Goods.
- 3.2 In the event of a breach of a Warranty in respect of any Goods supplied by Spaform to the Customer the Customer must:
 - 3.2.1 notify an Authorised Dealer within a reasonable time of discovering the defect or failure; and
 - 3.1.3 provide an Authorised Dealer with proof that he or she has purchased the Goods.
- 3.3 Upon proof of purchase, an Authorised Dealer shall inspect the defective or faulty Good within a reasonable time and notify the Customer whether or not the Goods inspected qualify as a valid warranty claim (a "Valid Warranty Claim").
- 3.4 In the event of a Valid Warranty Claim, an Authorised Dealer shall within a reasonable time either repair the Goods or provide the same or equivalent replacement Goods ("Warranty Service Work") provided that the Customer complies the Authorised Dealer's reasonable instructions in relation to preparing its premises and allows the Authorised Dealer reasonable access

to the Goods and the premises in which the Goods are held at reasonable times to perform such repair or replacement.

- 3.5 The Customer shall only allow an Authorised Dealer to perform the Warranty Service Work.
- 3.6 The Authorised Dealer will not charge the Customer for parts or labour to repair Goods the subject of a Valid Warranty Claim.
- 3.7 If the Authorised Dealer decides to replace the Goods, the Authorised Dealer shall install and commission the Goods in the same place in which the Goods were originally installed or commissioned provided that where the Goods have been in built, the Authorised Dealer shall not be liable for the costs of or any losses arising out of or in connection with any work required to remove the Goods or refit the structural surroundings to which such Goods are attached.
- 3.8 If the Authorised Dealer decides that in respect of a Valid Warranty Claim:
 - 3.8.1 it will be impossible or unreasonable to replace or repair the Goods;
or
 - 3.8.2 the costs of replacing or repairing the Goods will disproportionate to the value of the relevant Goods,

the Authorised Dealer may refund to the Customer the price of the Goods in whole or in part.

4. WARRANTY LIMITATIONS

- 4.1 The Warranties given by Spaform in this Spaform Warranty shall only apply to Goods manufactured after 9th December 2005.
- 4.2 This Spaform Warranty is personal to the Customer and cannot:
 - 4.2.1 be assigned or transferred to any third party;
 - 4.2.2 be amended, modified or extended without the written consent of Spaform.

- 4.3 Repaired or replaced Goods shall be warranted for the unexpired portion of the Warranty period.
- 4.4 Spaform shall not be liable for a breach of Warranty if:
- 4.4.1 the Customer does not comply with the terms set out at clause 3 relating to making a warranty claim;
 - 4.4.2 the Goods have been handled, used or stored in a way in which damage is likely to occur;
 - 4.4.3 the Goods have been altered, neglected, misused or abused (as defined below at clause 4.5);
 - 4.4.4 any repairs have been performed by anyone other than an Authorised Dealer;
 - 4.4.5 the defect, damage or failure has been caused by accidents, acts of God or other causes beyond the control of Spaform;
 - 4.4.6 having notified an Authorised Dealer of a claim the Customer does not use all reasonable means to protect the Goods from further damage;
 - 4.4.7 any item is attached to or installed on the Goods (other than by an Authorised Dealer) after the date of manufacture;
 - 4.4.8 the defect, damage or failure has been caused by the Customer failing to comply with recommendations and guidance set out in the Spa Care Manual including without limitation those recommendations and guidelines relating to:
 - 4.4.8.1 water chemistry, chemical balance or appropriate cleaning materials;
 - 4.4.8.2 where relevant, wooden hot tub maintenance;
 - 4.4.8.3 where relevant, the use of the cover for the Goods for any other purpose than as a thermal cover;
 - 4.4.8.4 where relevant, incorrect fitting of strap retainers leading to split and broken straps.

- 4.4.9 in respect of all Spaform Prestige, Classic and non-Spaform brand range Portable Spas, the defect, damage or failure has been caused by the Customer:
 - 4.4.9.1 failing to comply with the requirements specified in the sales and technical literature and in particular in relation to the connection to a suitable electrical supply;
 - 4.4.9.2 failing to ensure that the electrical installation is safe and to the latest edition of Institute of Electrical Engineers (IEE) regulations.
- 4.4.10 the electrical installation of the power supply and RCD (to which the Goods are connected) was not installed in accordance with the Building Regulations 2000 as amended from time to time.
- 4.4.11 the Customer cannot provide to Spaform a certificate of installation from an NICEIC or ECA registered electrical installer which confirms that the electrical installation of the power supply and RCD (to which the Goods are connected) were installed by such registered electrical installer and that such installation complies with BS 7671:2001.
- 4.5 For the purposes of clause 4.4.3 above:
 - 4.5.1 alterations shall include (but shall not be limited to) any component or plumbing change, electrical conversion, or addition of alternative sanitation or heating systems, which contribute to component or unit failure; and
 - 4.5.2 neglect, misuse and abuse shall include (but shall not be limited to) any installation, operation or maintenance of the Goods other than in accordance with the instructions contained in Spa Care Manual.
- 4.6 Notwithstanding any other term of this Spaform Warranty, any parts, materials or equipment not manufactured by Spaform shall have the benefit of any warranty or guarantee given by the manufacturer of those parts, materials or equipment.
- 4.7 Spaform shall not be responsible for any statements or representations other than those contained in authorized literature or specifications issued by an

Authorised Dealer.

4.8 Subject to clause 5.1 below, Spaform is not liable to the Customer under this Spaform Warranty for any losses, except those losses which are a foreseeable consequence of the breach of the Spaform Warranty.

4.9 Nothing in this Spaform Warranty shall operate to exclude or restrict Spaform's liability for:

4.9.1 death or personal injury resulting from negligence;

4.9.2 fraud or deceit.

5 GENERAL

5.1 If any provision of this Spaform Warranty is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Spaform Warranty which shall remain in full force and effect.

5.2 If any provision of this Spaform Warranty is so found to be invalid or unenforceable but would cease to be invalid or unenforceable if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid and enforceable.

5.3 This Spaform Warranty, together with the documents referred to in it constitute the entire agreement and understanding between the parties in respect of the matters dealt with in it.

5.4 This Spaform Warranty and any matter arising from or in connection with it shall be governed by and construed in accordance with English law and each party agrees to submit to the exclusive jurisdiction of the English courts over any claim or matter arising from or in connection with this Spaform Warranty or the legal relationships established by or in connection with this Spaform Warranty.