



Passion Spas Warranty

Passion Spas extends this Limited Warranty solely to the original consumer purchaser of any Passion Spa installed in the

USA after April 1, 2013

10-YEAR STRUCTURE

The reinforced structure is warranted for 10 years not to leak.

5-YEAR SURFACE

The acrylic surface is warranted for 5 years against blisters, cracks and delamination. Use of the spa without a cover voids the warranty.

2-YEAR PLUMBING & COMPONENTS

Plumbing, fittings, and all electrical components are warranted against failure for 2 years. Warranty excludes gaskets and seals.

EXTENT OF WARRANTY

This warranty extends only to the original “consumer” purchaser of the spa as that term is defined in the Magnuson-Moss Warranty Act, 15 USC Section 101, as amended. Coverage shall commence as of the original date of purchase and the duration of such coverage shall not extend for any reason beyond the stated time periods. This warranty terminates upon transfer of ownership.

WARRANTY PERFORMANCE

In the event of any malfunction or defect covered by this warranty, the component can be returned prepaid freight (you pay) to Passion Spas for repair of the defect. Passion Spas will then ship the component back to you pre-paid (Passion Spas pays) upon completion of the repair. In the event of a return, contact Passion Spas in advance at: Passion Spas, 3 West 8th Street, Holland, MI 49423, telephone number: (855) 355-3088, for packaging and shipping instructions. In addition,

Passion Spas reserves the right to inspect or designate a person to inspect any part that is claimed to be defective and covered by this warranty. For any warranty service, Passion Spas reserves the right to choose, at its option, repair of the problem or a replacement of the defective part. Passion Spas reserves the right to substitute a part or component of equivalent value, either new or factory reconditioned, and any such repair or replacement shall assume as its warranty only the remaining portion of the warranty on the original product.

ACTS INVALIDATING WARRANTY

This warranty is void if the Passion Spa has been subject to alteration, misuse or abuse, or if any repairs on the spa are attempted by anyone other than an authorized representative of Passion Spas. Alteration shall include, but is not limited to any component change, electrical conversion, or the addition of any non-approved device or heating system, which contributes to a component or unit failure, or unsafe operating system. Use of the spa in an application for which it is not designed will void this warranty. This includes, but is not limited to, damage caused by operation of the spa at temperatures outside the range specified in the Operating Instructions, damage caused by defective components, damage to the spas surface caused by harsh chemicals which are not recommended by the manufacturer, damage caused by movement of the product, and damage caused by acts of God.

DISCLAIMERS

Any implied warranties arising out of an original purchaser's purchase of a Passion Spa, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose, are limited in duration equal to the duration of the applicable warranty stated above. Passion Spas shall not be liable for loss of use of the Passion Spa or other incidental or consequential costs, expenses or damage, which may include but are not limited to, the removal of or reinstallation of a wall, deck or other fixture, water leakage, costs of shipping or packaging, applicable taxes, or the payment of any costs or expenses of disassembly, removal, or reinstallation of the product or any part. Under no circumstances shall Passion Spas or its representatives be held liable for injury to any person or damage to any property, however arising, even if caused by Passion Spas or its representatives' negligence. Some states do not allow limitation on how long an implied warranty lasts, and some states do not allow the exclusion or limitation of incidental or

consequential damages, so these limitations or exclusions may not apply to you. These warranties give you specific legal rights, and you may also have other rights, which vary, from state to state. No distributor, salesperson, dealer, retailer, or other representative of Passion Spas has the authority to alter or change these warranties either orally or in writing.