

# **RotoSpa Limited Warranty**

## **DETAILS OF LIMITED WARRANTY**

This limited warranty is extended solely to the original purchaser of a model RSO1 tub manufactured by Roto Spa Inc. This warranty does not apply nor is it extended to commercial usage in any form.

## **LIMITED STRUCTURE**

Roto Spa warrants the tubs shell exterior / interior to be free of defects in workmanship and / or materials for a period of 10 years from the date of delivery. ( \* Warning \* ) Exposure of an empty tub to direct sunlight and / or intense heat may cause distortions to the shells materials rendering this limited warranty herein immediately null and void.

## **LIMITED CONTROL SYSTEMS**

Roto Spa warrants the control systems including the pump, motor, controller, valves, skimmers, jets and pipes to be free of defects in workmanship and / or materials for a period of 2 years from the date of delivery.

## **PERFORMANCE**

The warranty does not apply nor is it extended to commercial usage in any form. In the event of any defect covered by this limited warranty Roto Spa or its authorized agents will correct such defect subject to the terms and conditions contained herein. To obtain service in the event of a defect covered by this limited warranty, notify your Roto Spa authorized agent as soon as

possible and use all reasonable means to protect the tub from further damage. Sub-zero ambient temperatures require the tub to be inspected at least once every 24 hours. Upon the presentation of a valid 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 the tub howsoever occasioned, is fully borne by the tub owner. A reasonable mileage charge may be applicable in some cases. If Roto Spa ( \* The manufacturer \* ) determines that a repair of a defect is not feasible after assessment, it reserves the right to provide a replacement tub instead, equal in value to the purchase price of the original tub. Depreciation charges may apply in some cases. In the event of replacement, all costs associated with the removal of the original tub, shipping, delivery, and installation of the replacement tub are borne by the end user. Replacement tubs carry the balance of the original tub's warranty.

Roto Spa unless otherwise stated in writing will only be responsible for repair or replacement of the products that are found to be defective after assessment by the manufacturer and will not bear the cost of incidental or consequential damage. Roto Spa will not be responsible for labor included in the removal, inspection, repair or reinstallation of parts within the tub. Roto Spa will not be responsible for labor costs incurred in routine maintenance, adjustments or alterations to the calibration of electrical components. Roto Spa shall have the option to repair or replace the defective unit at its sole discretion. Authorized representatives and / or retail purchasers must ship products freight prepaid to Roto Spa Inc. 1565 County Road 18, RR # 3 Lakefield, Ontario Canada K0L 2H0. Upon repair or replacement the product / item will be returned to the sender freight collect. When sent to Roto Spa Inc., the product must be accompanied by the sales receipt or other proof of the purchase date as well as the sender's name, mailing address, daytime phone number and any other information relating to the claim.

To obtain service for any defect covered by this limited warranty, notification of its occurrence is required as soon as possible therein while using all reasonable means to protect the tub from further

damage. (\* Contact your local dealer regarding warranty or repair questions. \*)

## WARRANTY LIMITATIONS

This limited warranty is void if: (a) The manufacturer, or its designated representative, determines that the spa has been subjected to alteration, neglect, misuse or abuse. (b) Any repairs that have been attempted by anyone other than a designated representative. (c) The failure is caused by accident, "Act of God" or other cause beyond the control of the manufacturer. Neglect, misuse and / or abuse include all installation, operation, or maintenance of the tub other than in accordance with the instructions contained in the owner's manual provided with the tub; including but not limited to the failure to maintain proper water chemistry and chemical balance. This limited warranty does not provide coverage for any item attached to or installed on the tub after the date of delivery, or for gaining access to any component for repair or replacement. Residential hot tubs used in commercial applications are excluded from any warranty whatsoever. The tub owner accepts liability for for repair work preformed by anyone other than the manufacturer or a designated Roto Spa representative.

## LIMITATIONS

The manufacturer disclaims all warranties, expressed or implied, in fact or in law, to the extent allowed by your province's / state law, including the warranty of merchantability and fitness for use, except as stated specifically herein. The manufacturer or its designated representative must perform all warranty service. 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 Roto Spa.

## 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 tub 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 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 province to province / state to state. Some provinces / states do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you.