

CONDITIONS OF WARRANTIES

All warranties provided hereunder extend only to the original customer of the spa if purchased by an authorized Arctic spas dealer and originally installed within the boundaries of the country where it was originally purchased. All warranties hereunder terminate upon transfer of ownership of a spa from the original customer or product leaving the country that it was purchased in. This warranty only applies within the service area where the spa was originally installed. Your limited warranty does not include repair travel mileage or for shipping cost assessed by your Factory Authorized Dealer or service agents. All events covered by this Limited Warranty hereunder must be repaired by a Factory Authorized Dealer of Arctic Spas®. The warranties will not include any costs of repair incurred by a non-factory authorized agent. To obtain service, the customer must contact the Factory Authorized Dealer in his area. In the event that a spa or component thereof must be returned to Arctic Spas® distribution centre, all freight costs are the responsibility of the spa customer. In all cases Arctic Spas® has sole responsibility for determining the cause and nature of failure of the spa and Arctic Spas® determination with regard thereto shall be final.

EXCLUSIONS

All warranties hereunder are void if the spa has been subject to alterations (including after-market accessories), misuse or abuse or any repair of the spa has been attempted by anyone other than a Factory Authorized Dealer of Arctic Spas®. Alterations include but not limited to, any change to the components, replacement of components or addition of components without the written authorization from Arctic Spas®. Misuse includes careless handling of the spa, damages caused by improper and/or non-certified electrical hook-ups, failure to operate the spa in accordance with the instructions contained in the owner's manual provided with the spa, including incorrect start-up procedures or dry firing of the spa, any use of the spa or any of its components in an application for which it was not designed, and damage caused by improper chemical balance (including any damage to spa components caused by scale build up to due to poor water chemistry), ice in the spa, overheating the spa or spa water, damage to the spa surface by allowing undissolved sanitizing chemicals to lie on the surface or if our spa has been used for commercial purposes. Spa covers are not warranted against chemical burn or discolouration. Spa covers are not warranted against water absorption or any damage resulting from water absorption. Any damage resulting from the mishandling of the spa cover in any way is not covered under warranty. Any damage caused by moving of the spa or improper installation (including insufficiently prepared or uneven ground) is considered abuse and any damage to the material or workmanship of the spa cabinetry and floor in shipping or handling are expressly excluded from the Limited Warranty. All Weather Pool must be placed on concrete pad or properly engineered deck.

Arctic Spas will not be responsible for power company issues or improper electrical installations, Damage and/or lack of performance resulting from high or low voltages outside operating parameters. Arctic Spas will not be responsible for software and product upgrades throughout the life of the spa.

Arctic Spas® expressly excludes warranty coverage on any of the following: Acts of nature including but not limited to damage resulting from lightning, storm, flooding, freezing, fire and any other acts of nature. Any spa installed in a commercial application. Any failure caused by improper cover use or or damage to the spa surface by leaving the spa outdoors without the hot tub cover in place. The heat created by leaving the spa in direct UV light without a cover may cause surface issues with the acrylic and may also cause plastic parts to warp, some fittings will leak or cease working as a result. These occurrences are not covered under warranty. The hot tub cover must be kept on the hot tub when not being used.

Scratches or micro-crazing in the spa shell reported after the day of installation are not covered under warranty. Micro-crazing is defined as an area of tiny shiny lines visible in areas on the surface of some thermoplastic sheets. This phenomena, although rare, is known to occur in many types of plastic sheet materials. The surfaces of thermoformed acrylic hot tubs are not immune to this possibility.

Damaged caused by unapproved sanitizers such as tri-chlor, acids, calcium hypochlorite, sodium hypochlorite, peroxides, any sanitizing chemical that may remain undissolved on the spa surface. Any and all sanitation systems or chemicals used in your spa must be factory approved by Arctic Spas or your warranty is void. You can check for a list of approved systems and chemicals at arcticspas.com. Installation of not factory approved salt systems will void the warranty related to pump seals, metal part, jets, etc. Damage caused by any item(s) attached to or installed onto the spa, including but not limited to gazebos, cover lifters and cedar accessories. Any options or additional components that are not factory installed are not covered under warranty. Any damage or failure due to improper preparation for winter storage is not covered under warranty. Damage to pillows reported beyond the day of delivery will not be covered under warranty. Pillows are to be removed from the spa when not in use. Onzen and Spa Boy are the only factory approved salt system. Any damage resulting from the use of cover removing mechanisms is not covered under warranty. The Onzen and Spa Boy cell are considered a user serviceable component, replacement will be the responsibility of the customer.

DISCLAIMERS

Arctic Spas® will not be liable for loss of use of the spa or other incidental or consequential costs, expenses or damages that may include but not limited to, the removal of a permanent sun deck, sunroom, gazebo, or other custom fixture, any crane costs associated with the removal of the spa for service or replacement. Arctic Spas® shall not be liable for costs arising from water, filter cartridges and chemical loss. Under no circumstances shall Arctic Spas® or any of its representatives be liable for any injury to any person or damage to any property, howsoever arising from the spa. Arctic Spas® warranties are limited to a maximum amount of moneys received by Arctic Spas® with respect to the sale of the spa.

ALL WARRANTIES

The warranties contained herein are all of the warranties provided by Arctic Spas® to the customer, and to the extent permitted by law. Warranty registration (within 30 days of delivery) is the responsibility of the customer and is a condition of warranty coverage. This Warranty is offered as an extra benefit and does not affect your statutory rights. All warranties herein require that any claim must be submitted to Arctic Spas® within ten days of the time the defect is discovered, and must be accompanied by the original customer's receipt confirming purchase of the spa, which shows the date of purchase. All warranty claims must be submitted within the warranty period. Failure to provide such notice and information invalidates all warranties provided hereunder. Arctic Spas® reserves the right to repair or replace components or materials at its option. In certain cases, photographs may be required for proper evaluation before warranty coverage is determined. In the event a customer is unable to either obtain parts or satisfactory service from a Factory Authorized Dealer of Arctic Spas®, notice should be given immediately to the service department of the agent where the spa was purchased and to Arctic Spas®.

Arctic Spas® expressly excludes warranty coverage on splitting, fading or warping of the cedar or no maintenance cabinet beyond the date of delivery. Any damage resulting from handling of the cedar or no maintenance cabinet is excluded from this warranty. This warranty will not cover any labour for WIFI/Bluetooth connection assistance/issues, onSpa® App initialization & connection assistance/issues from a smartphone, or assistance with actually connecting any of these devices.

