

2017 Limited Warranty

AquaRest Spas, manufactured by Roto Ops LLC, hereafter "AquaRest". This warranty is a limited warranty within the meaning of Title 1 of the Federal Trade Commission Improvement Act.

5 Year Shell – Subject to the limitations and exclusions listed herein, AquaRest warrants the shell portion of the spa, which is deemed as the rotationally molded polyethylene water holding portion of the spa, for a period of five (5) years from the original date of purchase, against loss of water through the shell due to defects in material or workmanship.

1 Year Plumbing Components – Subject to the limitations and exclusions listed herein, Aqua Rest warrants the factory installed plumbing components including the hoses, pipes, jets, air controls and unions, against leaking due to defects in workmanship or materials for a period of one (1) year from the original date of purchase.

1 Year Electrical Components – Subject to the limitations and exclusions listed herein, AquaRest warrants the factory installed electrical components to be free from defects in material or workmanship, for a period of one (1) year from the original date of purchase.

1 Year Insulating Cover – Subject to the limitations and exclusions listed herein, AquaRest warrants the factory supplied insulating cover to be free from defects in material or workmanship, for a period of one (1) year from the original date of purchase.

90 days labor – Subject to the limitations and exclusions listed herein, AquaRest will reimburse labor to perform warranty service, at AquaRest's established rates for work performed, for a period of ninety (90) days from the original date of purchase.

Extent of Warranty This limited warranty extends solely to the original purchaser of any 2016 Aqua Rest branded produced after January 1, 2016, when purchased and originally installed within the boundaries of the United States. This warranty is valid only for product produced during model year 2016. This warranty terminates upon any transfer of ownership, or if the spa is installed or relocated outside the boundaries of the United States by the original consumer purchaser prior to the expiration of the warranty period.

Limitations and Exclusions

Labor reimbursement does not include routine maintenance such as tightening jets, lubricating O-rings, changing/cleaning filters, chemical checks and adjustments, or anything else that would be considered routine maintenance.

Filters, LED lights, light bulbs, fuses and pump seals are considered wearable parts and are excluded from the warranty.

This warranty covers only the spa unit and equipment or components used in its manufacture, for the periods stated.

The purchaser is responsible for providing adequate access for the spa to be properly serviced.

This warranty shall be rendered void if the spa has not been installed in strict accordance with the owner's manual provided, including being attached to an extension cord.

This warranty shall not apply with respect to any damage caused by accident, abuse, misuse, improper installation, exposure to fire or excessive heat, acts of god, or any damage due to improperly maintained water chemistry.

Necessary maintenance or repairs on your AquaRest spa can be performed by any company. However, improper or incorrectly performed maintenance or repair that causes damage to your product may void this warranty.

Commercial & rental applications are excluded from all warranty coverage.

This warranty does not cover the rotationally molded polyethylene body for bending, twisting, warping, gloss, texture, fit or color fastness.

Aqua Rest Spas does not authorize any party, including its agents, distributors, or dealers to assume for it any other obligations or liability.

Disclaimer

TO THE EXTENT PERMITTED BY LAW, AQUAREST SHALL NOT BE RESPONSIBLE FOR LOSS OF USE OF THE SPA OR OTHER INCIDENTAL OR CONSEQUENTIAL COSTS, EXPENSES, OR DAMAGES, INCLUDING BUT NOT LIMITED TO THE REMOVAL OF ANY DECK OR CUSTOM FIXTURE OR ANY COST TO REMOVE OR REINSTALL THE HOT TUB, IF NEEDED. ALSO AQUAREST SHALL NOT BE RESPONSIBLE FOR CARTAGE, REMOVAL AND/OR RE-INSTALLATION LABOR OR ANY OTHER ASSOCIATED COST INCURRED IN OBTAINING WARRANTY SERVICE. ALL COSTS FOR REMOVAL OR REINSTALLATION OF THE SPA, OR ANY COMPONENTS, ARE THE RESPONSIBILITY OF THE PURCHASER. IN NO EVENT, WILL AQUA REST SPAS BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OF THE SPA, NOR FOR INJURY TO ANY PERSON, OR ANY CLAIM FOR DAMAGES ARISING FROM THE USE, INSTALLATION, OR REPAIR OF THE SPA, INCLUDING BUT NOT LIMITED TO, WATER OR SEWAGE COST, CHEMICAL LOSS, WATER DAMAGE TO SURROUNDING AREAS, ROOMS, FURNISHING, OR LANDSCAPING. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you. ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THE APPLICABLE WARRANTY STATED ABOVE.

Some states do not allow limitations on how long an implied warranty may last, so the above limitations may not apply to you.

Warranty Performance

To make a claim under this warranty, contact AquaRest at 2452 Lake Emma Road Ste. 1000, Lake Mary, Florida, 32746, Attn: Warranty or call (888) 768-6772. You must give AquaRest written notice of any warranty claim, along with a copy of your original purchase receipt indicating the date of the purchase, within ten (10) days of the time you discover the claim.

AquaRest reserves the right to inspect the malfunction or defect on location.

AquaRest reserves the right to examine photographs prior to repair or replacement.

In the case of a shell repair or replacement, AquaRest will, at its option, repair or replace the shell portion of the spa, at the factory, at the spa installation site or at a local authorized repair station. Any freight costs incurred will be equally shared by AquaRest and the original purchaser.

In the case of replacement components being sent before the defective component is returned, the spa owner must first provide a refundable deposit, via credit card. The defective component must be returned within 30 days to qualify for a full refund of the deposit. AquaRest cannot accept COD shipments.

AquaRest will pay for shipping of the returning defective parts. The spa owner will be responsible for shipping charges of replacement part to them.

Any warranted labor reimbursement will be at AquaRest's established rates for work performed.

Trip charges, if applicable, are not covered under the labor warranty and are the responsibility of the purchaser.

Legal remedies

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.