

DOWN EAST® SPAS

Manufactured by Master Spas, Inc.
6927 LINCOLN PARKWAY, FORT WAYNE, IN 46804 800-860-7727

LIMITED WARRANTY FOR BLEMISHED SPAS

THIS LIMITED WARRANTY IS EXTENDED TO THE ORIGINAL RETAIL PURCHASER OF A BLEMISHED DOWN EAST SPA:

BLEMISHED MEANS THE DOWN EAST SPA HAS A DEFECT IN THE ACRYLIC FINISH AND/OR HAS BEEN RECONDITIONED OR REFURBISHED BY MASTERSPAS. YOUR RETAIL DEALER SHOULD HAVE INFORMED YOU THAT THIS SPA IS A BLEMISHED SPA.

AUDIO/VIDEO: Master Spas warrants to the original retail purchaser, the optional Audio/Video Equipment (TV, DVD, Speakers, Subwoofer and Lift System) against malfunction due to defects in material and workmanship for a period of one (1) year from the date of original retail purchase. The stereo and enclosure components of the audio system are warranted to be free from defects in material and workmanship for a period of one (1) year. This limited warranty on all optional Audio Equipment covers labor for a period of one (1) year from the date of original retail purchase. After one (1) year purchaser is solely responsible for any labor costs associated with the repair or replacement of a defective component. Any hand held stereo/TV remote is excluded and not warranted by Master Spas. Master Spas shall not be responsible for any damages or losses to any accessories, including but not limited to iPods or similar systems, caused by a defect or malfunction of any component.

STRUCTURAL INTEGRITY AND SURFACE FINISH: The acrylic surface finish is warranted not to delaminate due to defects in material and workmanship for a period of two (2) years from the date of original purchase. Because the acrylic finish may be blemished, there is no warranty on the surface finish of the spa other than delamination due to defects in material and workmanship. If a warrantable defect occurs, the spa shell will be repaired or replaced at the option of Master Spas, Inc. The cost of shipping and installing a replacement shell is the sole responsibility of purchaser.

PLUMBING AND EQUIPMENT PACK: The plumbing of the Down East spa is warranted to the original retail purchaser to remain free from leaks due to defects in material and workmanship for a period of two (2) years from the date of original retail purchase. The equipment pack (pumps, heater, and control system) are warranted against malfunction, due to defects in material and workmanship to the original retail purchaser for a period of two (2) years from the date of original retail purchase. If a warrantable defect occurs, the defective item will be repaired or replaced at the option of Master Spas, Inc. Jet internals are warranted to be free of defects in material and workmanship for a period of two (2) years from the date of original purchase (parts only).

SKIRTING: Polymer, MasterSelect™, or Dreamstone™ skirting is warranted against cracking or ripping of the skirting for a period of two (2) years from the date of original retail purchase. The labor cost to repair or replace any defective skirting is the sole responsibility of purchaser.

LED LIGHT SYSTEM: The LED light system is warranted to the original retail purchaser (if supplied) for a period of one (1) year from the date of the original retail purchase to be free from defects in workmanship and materials. If a warrantable defect occurs, this LED Light System limited warranty includes parts and labor necessary to repair or replace the LED light system.

LIMITATIONS: This limited warranty applies to portable spas manufactured by Master Spas, Inc. and sold by a Down East Spas dealer to residential retail customers only. This limited warranty is void if the Down East spa is used for commercial purposes. This limited warranty is extended only to the original retail purchaser. This limited warranty becomes void upon the transfer of ownership of the spa or moving of the spa to a different location. Light bulbs, light lenses, fuses, covers, spa pillows or any dealer installed accessories are specifically excluded from this limited warranty. Cost of installation, removal and/or shipping of the spa or replacement parts are not covered by this limited warranty and are the sole responsibility of the purchaser. In the event it is necessary to remove the spa to perform a covered repair, or if the spa must be replaced, any and all costs of spa removal and replacement, including but not limited to shipping, labor, landscaping, decking, fencing or other costs associated with the removal and replacement of the spa are the sole responsibility of the purchaser. When attempting to inspect, repair or replace the spa if it is necessary to incur cost to obtain access to the spa, any such costs to obtain access shall be the sole responsibility of the purchaser.

EXCLUSIONS: This limited warranty specifically excludes defects or malfunctions if it is determined that the spa has been subject to misuse, alteration or attempted alteration, repairs or attempted repairs by a non-authorized representative of Master Spas, Inc., improper installation, improper water chemistry, improper maintenance, an act of God or other damage from causes beyond the control of Master Spas, Inc. during the manufacturing process. In addition, this limited warranty is void if the owner has operated the spa other than in conformity with the Down East Spas owner manual, such as but not limited to: leaving the spa uncovered while the spa is empty, covering the spa with plastic film of any kind, use of unapproved cleaners or solvents, operation of the spa at water temperatures outside the range of 34° F - 104° F, the use of unapproved sanitizers, failure to maintain proper water chemistry, operation of the spa outside specified voltage requirements (230v ± 10%) or any other improper use. Any damage caused by freezing is specifically excluded from this limited warranty.

WARRANTY REGISTRATION AND CLAIMS: The original retail purchaser must send in a completed warranty registration card to Master Spas, Inc. or register on line at www.masterspas.com within ten (10) days of the date of original installation. In the event of a warranty claim of a defect or malfunction covered under the provisions of this limited warranty, the original retail purchaser must notify the retail dealer in writing who sold the spa or Master Spas within ten (10) days of the malfunction. Upon notice of a warranty claim, the dealer, or an authorized representative of Master Spas will inspect the spa in a reasonable time after the initial notification to determine if the malfunction or failure is a covered malfunction or defect under this limited warranty. If a service call is fielded and determined by the dealer to be a non-warranty service call, the cost of the service call is the sole responsibility of the purchaser. If it is determined that the malfunction or defect is covered under this limited warranty,

Master Spas through its dealer or an authorized representative will repair or replace the covered item in conformity with this limited warranty. Master Spas authorized service center reserves the right to collect from the original retail purchaser reasonable travel expenses. In addition, access charges will be assessed if the spa is not reasonably assessable for inspection, repair or replacement.

DISCLAIMERS: Master Spas neither assumes nor do we authorize any other person to assume for us, any other liability in connection with the sale of spas manufactured by Master Spas. THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO A PURCHASER AND MASTER SPAS SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM MISUSE OF THE SPA OR CAUSED BY ANY DEFECT, FAILURE OR MALFUNCTION OF THE SPA, WHETHER A CLAIM IS BASED UPON WARRANTY,

CONTRACT, NEGLIGENCE OR OTHERWISE. Some jurisdictions do not allow the exclusion of incidental or consequential damages, so this limitation may not apply to you.

To the extent permitted by applicable law, THIS LIMITED WARRANTY SPECIFICALLY EXCLUDES ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, OTHERWISE all implied warranties are limited in duration to two (2) years from the original date of retail purchase. THERE ARE NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, OF ANY KIND OR NATURE WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF.

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