

LBI/WSA 07-06

POLYSTEEL™

SERIE S

by Leisure Bay Manufacturing, Inc.

LIFETIME STRUCTURAL SHELL WARRANTY

Leisure Bay Manufacturing, Inc. ("Leisure Bay") warrants the PolySteel Series spa shell structure against loss of water through the spa shell caused by defects in materials and workmanship for as long as the spa is owned by the original purchaser. In the case of a structural shell defect, Leisure Bay will, at its option, repair or replace the spa shell. If Leisure Bay decides to replace the spa shell, it will supply purchaser with a shell of equal or greater value that is then manufactured by Leisure Bay.

TWO-YEAR EQUIPMENT WARRANTY

Leisure Bay warrants the PolySteel Series electrical equipment and components to be free of defects in materials and workmanship for a period of two years from the date of purchase of the original purchaser.

WARRANTY PERFORMANCE

Leisure Bay will repair or replace the warranted spa subject to the terms and conditions contained in this Limited Warranty. In the event of a defect covered under the terms of this Limited Warranty, the spa owner must provide Leisure Bay or the selling dealer with notice of any warranty claim, along with a copy of the original purchase receipt indicating the date of purchase, within ten (10) days of the date the defect is discovered. The spa owner must use all reasonable means to protect the spa from further damage. All warranty service must be performed by Leisure Bay or an authorized service agent, or this limited warranty will be voided. The spa owner is required to provide adequate access to the spa for repair, replacement or inspection. A travel charge will be assessed by the service representative. If Leisure Bay determines that repairs are not feasible due to functional defect, Leisure Bay reserves the right to provide a replacement part or spa in lieu of repair. Leisure Bay will replace it with a part or spa of equal or greater value than the original purchase. In such event, costs for removal of the defective part or spa and installation of the replacement part or spa will be the responsibility of the spa owner. Leisure Bay reserves the right to an on-site inspection by an authorized service representative whenever a warranty issue is under review.

LIMITATIONS AND EXCLUSIONS

This Limited Warranty only applies to PolySteel Series spas. This Limited Warranty applies only to the original purchaser and terminates with any transfer of ownership. This Limited Warranty is for residential use only and does not apply to any spa used for any commercial, rental, or club purposes, or for any spa used outside the United States. The purchaser must establish the date of purchase by dated sales invoice or delivery receipt.

This warranty does not cover damage resulting from abuse, misuse, or neglect including any installation, operation, maintenance, or use of the spa other than in accordance with the Owner's Manual of the spa. Damage caused by operation of the spa at water temperatures outside the range of 32 degrees F. and 108 degrees F., damage caused by dirty, clogged or calcified filter cartridges, damage to the spa surface caused by improper use of chemicals or cleaning agents, allowing undissolved spa sanitizing chemicals to lie on the surface, damage caused by improper pH balance or other improper water chemistry, damage caused by failure to provide even and sufficient support for the spa, are considered abuses and may invalidate this Limited Warranty. Damage caused by repairs or alterations performed by anyone other than an authorized service representative is not covered. Failure caused by accidents, acts of God, nonstructural wear and tear, cosmetic blemishes, or any other cause beyond the manufacturers control is excluded. This Limited Warranty specifically excludes "wearable" items such as pillows, filter elements, ozonators, spa covers, incandescent light bulbs, rotating jet internals, gaskets and pump seals.

DISCLAIMERS

THE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL LEISURE BAY MANUFACTURING, INC. BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE SPA OWNER IS REQUIRED TO PROVIDE ACCESS TO THE SPA FOR ANY REPAIR OR INSPECTION. LEISURE BAY MANUFACTURING, INC. SHALL NOT BE LIABLE FOR LOSS OF USE OF THE SPA OR OTHER INCIDENTAL OR CONSEQUENTIAL COSTS, EXPENSES, OR DAMAGES, WHICH MAY INCLUDE BUT ARE NOT LIMITED TO, WATER DAMAGE, OR REMOVAL OF A PERMANENT DECK OR CUSTOM FIXTURE. UNDER NO CIRCUMSTANCES SHALL LEISURE BAY MANUFACTURING, INC. OR ANY OF ITS REPRESENTATIVES BE HELD LIABLE FOR INJURY TO ANY PERSON OR DAMAGE TO ANY PROPERTY, HOWEVER ARISING. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS. NO AGENT, DEALER, SERVICE COMPANY OR OTHER PARTY IS AUTHORIZED TO CHANGE, MODIFY, OR EXTEND THE TERMS OF THIS LIMITED WARRANTY IN ANY MANNER WHATSOEVER.