

SPA WARRANTY INFORMATION

Emerald Spa Corporation, manufacturer of Emerald Spas and Great Lakes Spas ("Emerald") extends this Limited Warranty **solely** to the original consumer purchaser of a Poly Ethylene Spa (Celebration Series) manufactured in the U.S.A. or Canada after January 1, 2009.

LIFETIME STRUCTURAL WARRANTY

Emerald warrants (parts and labor) the spa shell against water loss due to defects in the spa shell for the "Lifetime" of the spa shell. For purposes hereof, a spa shell's "Lifetime" shall begin on the date of manufacture and shall terminate on the earlier to occur of (i) the discontinuation of the product line by Emerald, or (ii) ten (10) years from the date of purchase, or (iii) ten (10) years and six (6) months from the date of manufacture. This warranty is subject to the limitations and disclaimers herein.

TWO-YEAR COMPONENT WARRANTY

Emerald warrants (parts and labor) the mechanical equipment, plumbing, fittings, and controls against defects in workmanship for a period not to exceed the lesser of two (2) years from the date of purchase or two (2) years six (6) months from the date of manufacture. Damage caused in whole or in part by improper electrical hook-up or wiring, or by any other cause listed as an exclusion to the warranties herein, voids the warranty. Travel, trip, or mileage costs are not covered under this warranty and service and travel charges may be assessed to the purchaser by the dealer.

EXTENT OF WARRANTY/DISCLAIMERS

These warranties extend **only** to the original "consumer" purchaser of the spa as that term is defined in the Magnuson-Moss Warranty Act, 15 USC Section 101, as amended. These warranties terminate upon: (1) transfer of ownership of the spa; (2) rental of the spa; (3) rental of the premises where the spa is located; or (4) commercial or public use of the spa. Warranty coverage shall not extend for any reason beyond the stated periods. *The warranties as set forth and limited herein are the sole and exclusive warranties made by Emerald and Emerald hereby expressly disclaims any other warranties, express or implied.* **EMERALD HEREBY EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** EMERALD'S LIABILITY WITH RESPECT TO ITS PRODUCTS SHALL NOT EXCEED THE OBLIGATION TO REPAIR OR REPLACE DEFECTIVE PRODUCT AS EXPRESSLY SET FORTH ABOVE IRRESPECTIVE OF THE THEORY UPON WHICH ANY CLAIM MIGHT BE BASED INCLUDING BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, OR STRICT LIABILITY. UNDER NO CIRCUMSTANCES SHALL EMERALD BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

WARRANTY PROCEDURES

In the event of any malfunction or defect covered by any of these warranties, contact the authorized dealer from whom you purchased your spa. All service work must be performed by an authorized dealer or an authorized agent of Emerald. In the event there is not an authorized dealer or repair firm in your area, the spa can be returned pre-paid freight (you pay) to Emerald for evaluation and, if necessary, repair of the defect. Emerald will then ship the spa back to you pre-paid (Emerald pays) upon completion of the repair. In the event the spa needs to be returned to Emerald for repair, contact Emerald in advance at: 4150 East Paris Avenue, Kentwood, Michigan, 49512, phone number: (800) 766.7727, for packaging and shipping instructions. In addition, Emerald reserves the right to inspect or designate a person to inspect any part that is claimed to be defective and covered by this warranty. For any warranty service of components, Emerald reserves the right to choose at its option repair of the problem or a replacement of the defective component. You are responsible to provide adequate access to the spa, equipment, and plumbing. Emerald, its dealers or agents will not perform service on spas where conditions are unclean, unsafe or potentially unhealthy due to abuse, neglect, or improper maintenance. With regard to spa surface warranty repairs, cracks will be repaired so as to prevent damage to or leakage from the spa shell. No warranty is made that the color or texture of the repair will match the original surface. Emerald reserves the right to substitute a part or component of equivalent value, either new or reconditioned, and any such repair or replacement shall assume as its warranty only the remaining portion of the warranty on the original product. Travel, trip, and mileage costs are not covered under these warranties and these charges may be assessed to you. Emerald dealers shall have the right to add additional surcharges for their services which are not covered by these warranties. Any party making a claim hereunder must establish by dated sales slip, invoice or installation receipt the date of original purchase and the fact that claimant is the original purchaser and that the spa is at the original installation location. Transportation costs incurred to and from Emerald for replacement spa, spa shell, plumbing, power pack or any part related to the spa are the responsibility of the purchaser. All costs for the removal and re-installation of the spa, spa shell or power pack are the responsibility of the purchaser.

ACTS INVALIDATING WARRANTIES

These warranties shall be null and void if the spa has been subject to alteration, misuse or abuse (or is used in manner that is not consistent with the product specifications or for which it is not designed) or if any repairs to the spa are attempted by anyone other than an authorized representative of Emerald. Alteration shall include but is not limited to any component or plumbing change, electrical conversion, or the addition of any non-approved sanitation or water purification device or heating system, which contributes to a component or unit failure, or unsafe operation of the system. **CORROSION OR DEGRADATION TO THE SPA SHELL, SURFACE, FITTINGS, STAINLESS ACCENTS, ELECTRONICS, PUMP AND ALL OTHER COMPONENTS THAT ARE CAUSED BY IMPROPER USE OF CHEMICALS AND/OR WATER TREATMENT ARE NOT COVERED UNDER THESE WARRANTIES.** Damages caused by the following are not covered under these warranties: transportation or installation by third parties; operation of the spa at water temperatures outside the range of 50 degrees F. to 104 degrees F.; dirty, clogged or calcified filter cartridges; a defective support system (a solid, flat, level surface is required); harsh chemicals which are not recommended by the plastic manufacturer which come into contact with the spa surface; allowing undissolved spa sanitizing chemicals to come into contact with the spa surface; improper water chemistry maintenance; allowing the spa to remain uncovered in direct sunlight; freezing conditions; moving or relocating the spa; failure of an inadequate pad, platform, deck or other support structure; improper electrical hook-up or wiring; and acts of God or third parties or other damages caused to the spa which are outside the control of Emerald.

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LIMITATIONS OF LIABILITY/EXCLUSIONS

THESE WARRANTIES DO NOT APPLY TO PARTS WHICH ARE NOT MANUFACTURED BY EMERALD AND SHALL NOT APPLY TO ANY ITEMS INSTALLED IN OR ATTACHED TO THE SPA AFTER THE DATE OF MANUFACTURE OR TO OPTIONAL PARTS OR SYSTEMS WHICH ARE PURCHASED FOR INCLUSION ON OR IN THE SPA. EMERALD SHALL HAVE NO RESPONSIBILITY TO AID IN THE ENFORCEMENT OF ANY WARRANTIES AGAINST MANUFACTURERS OF SUCH ITEMS, PARTS, SYSTEMS OR OPTIONS. Optional Parts include, without limitation, ozone generator, all audio systems, and LED lighting. Emerald shall not be liable for loss of use of the spa or other incidental or consequential costs, expenses or damages, which include but are not limited to, water and/or sewage costs, water damage to surrounding areas, rooms or furnishings, the removal of or reinstallation of a wall, deck or other fixture, water leakage, costs of shipping or packaging, applicable taxes, or the payment of any costs or expenses of disassembly, removal, or reinstallation of the spa or any part. Pump shaft seal parts are warranted 2 years (unless otherwise excluded as described above) from initial start up of spa and labor is not included on such parts notwithstanding anything above to the contrary. The stainless steel escutcheon on the stainless steel jet option, fuses, light bulbs, spa pillows, spa cover, cover accessories and o-rings are not covered under these warranties. Under no circumstances shall Emerald or its representatives be held liable for injury to any person or damage to any property, however arising, even if caused by Emerald or its representatives' negligence. Some states do not allow limitation on how long an implied warranty lasts, and some states do not allow the exclusion or limitation of incidental or consequential damages, so these limitations or exclusions may not apply to you. These warranties give you specific legal rights, and you may also have other rights, which vary from state to state. No distributor, salesperson, dealer, retailer, or other representative of Emerald other than its President has the authority to alter or change these warranties, which changes must be in writing signed by such President. The warranties herein shall be in lieu of, and not in addition to, any other rights and remedies which might be otherwise available to purchaser.