

Limited Warranty on Sundance® Spas Aftermarket Parts and Accessories

WARRANTY COVERAGE

Sundance Spas, Inc. ("Company") offers the following limited warranty to the original purchaser ("user") of Sundance® branded aftermarket parts and/or accessories ("Part") purchased from Company through the SmartTub™ app for personal use on a Sundance® spa in the USA, Canada and Mexico. This warranty does not apply to non-Sundance® branded Parts, which are excluded from warranty coverage whatsoever. (See the manufacturer of any such part for any applicable warranty.) PLEASE READ THIS ENTIRE LIMITED WARRANTY, AS EXCLUSIONS AND CONDITIONS APPLY.

Wireless stereo remote is warranted against malfunction due to defects in workmanship or material for one year from the date of purchase. Consumable Parts including filters, chemicals, cleaning products, Aromatherapy scents, fuses, headrests (pillows) and water care are warranted to be free of defects in material and workmanship as of the time of delivery only, and any claim must be received by Company within seven (7) days of receipt by user. All other Parts (including but not limited to CLEARARRAY® UV-C bulbs) are warranted to be free of defects in material and workmanship for ninety (90) days from date of purchase. These warranty coverages are subject to the following terms, conditions and limitations. The Company will repair or replace, at its sole option, the Part in accordance with the terms, conditions and limitations set forth in this limited warranty. Parts in commercial use are excluded from any warranty coverage whatsoever. The warranties provided by Company do not cover labor, and are Parts only warranties.

LIMITATIONS AND DISCLAIMERS

IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED ALTOGETHER OR TO THE FULLEST EXTENT ALLOWED BY LAW. This Limited Warranty takes the place of all other warranties, express or implied, in fact or at law, including implied warranties of merchantability and fitness for a particular purpose. The Parts referenced above and coverage of this limited warranty are for defects in material or workmanship, and not damage caused by installation, neglect, misuse, abuse, water chemistry, damage due to repairs by anyone other than a designated representative, failure caused by accident, acts of God or other causes beyond the control of the Company. Neglect, misuse and abuse include any installation, operation or maintenance of the spa other than in accordance with the instructions contained in the owner's manual provided with the spa, including but not limited to the failure to maintain proper water chemistry and chemical balance and the use of abrasive or improper cleaners. The spa owner accepts liability for repair work performed by anyone other than the Company or its designated service representative. No agent, dealer, distributor, service company or other party is authorized to change, modify or extend the terms of this limited warranty in any manner whatsoever. The Company will not be responsible for any statements or representations made in any form that go beyond, are broader than, or are inconsistent with any authorized literature or specifications furnished by Sundance Spas. Company reserves the right to use replacement parts that may be different from the part(s) that accompanied the original spa or part, including but not limited to different in appearance, configuration, performance and/or structure. In addition, THE COMPANY WILL NOT BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES or losses arising from any cause including but not limited to its own negligence. This exclusion applies even if Company was advised in advance of the possibility of such damages. This limited warranty does not include labor, transportation, or other costs incurred in the removal and/or reinstallation of the original unit and/or installation of a replacement unit; any costs relating to obtaining access for repair; or loss of use damage, including loss of sales, profit or business advantage of any kind under any circumstances. The liability of Company under this limited warranty, if any, shall not exceed the original amount paid for the Part claimed to be defective. Dated proof of purchase of accessory is required for a warranty claim. These disclaimers shall be equally applicable to any service provided by Company and its designated representatives.

The Company will repair or replace a defective Part if the failure is of the nature or type covered by the warranty, the user informed Sundance Spas' Warranty Service Department Representative of the nature of the problem during the warranty period, conclusive evidence is provided to Company by the user proving that the failure occurred or was discovered within the warranty period, and Company or its designated representative has been permitted to inspect the Part and spa on which it was used during regular business hours within a reasonable time after the problem was reported by the user. In order to obtain warranty service, contact Sundance Spas at: www.sundancespas.com or Warranty Service Department, 14525 Monte Vista Avenue, Chino, California 91710, (800) 288-4002. All replacement Parts assume the remaining warranty period of the Part(s) replaced. The Company's warranty obligation shall be discharged upon tender of replacement or repair. The customer's refusal to accept the tender terminates the Company's warranty obligation.

LEGAL RIGHTS: This Limited Warranty gives you specific legal rights. There are no warranties applicable to Sundance® products except as expressly stated herein or as implied by applicable state and federal laws. You may also have other rights that vary from state to state. Some states do not allow limitations on how long an implied warranty lasts, disclaimer of certain warranties, or the exclusion or limitation of incidental damages, so some of the above limitations may not apply to you. Company will not be responsible for any statements or representations made in any form that go beyond, are broader than or are inconsistent with any authorized literature or specifications furnished by the Company.