

# LIMITED WARRANTY

## APPLIES TO EXPORT PRODUCT. EFFECTIVE DATE 7 / 2009

This spa is hereby warranted to be free of all defects in material and workmanship from the date of delivery, TO THE ORIGINAL PURCHASER AND THE ORIGINAL PURCHASER ONLY AT THE ORIGINAL SITE OF DELIVERY.

The term of this Limited Warranty shall start at the time of delivery to the original purchaser or sixty (60) days from the time of manufacturing; whichever occurs first.

### LIMITED LIFETIME WARRANTY

Plastic Development Co., Inc. warrants the **Smart Spas™** that the spa shell is free from defect in material and workmanship for life. If the spa shell should lose water as a result of materials or workmanship defect, Plastic Development Co., Inc. is solely obligated to either repair or replace the spa shell. Minor blemishes or scratches are not covered by this warranty. All spas installed outside and left uncovered will void this warranty.

### THREE YEAR EQUIPMENT / COMPONENT WARRANTY

Plastic Development Co., Inc warrants **Smart Spas™** to the original owner from the original date of purchase the factory installed electrical equipment components—specifically the pumps, heater, and control systems—and the factory installed plumbing components against defects in workmanship or materials for a period of three (3) years. This warranty covers the component only and does not include labor or shipping charges. This warranty does not cover normal wear and tear on items such as, but not limited to; pump seals, pump bearings, lights, lenses, ozone systems, fuses, headrests, cabinet finish, filters, o-rings, and removable jet parts which are warranted to be free of defects in materials and workmanship at time of delivery. This warranty does not cover stereo systems or entertainment equipment. Any replacement part covered under this warranty shall assume as its warranty period only the remaining time under this warranty for the original product.

### WARRANTY PERFORMANCE

In the event of any malfunction or defect covered under the terms of this warranty, contact a reputable spa service company to perform the needed repairs. **Inform the service company to contact Plastic Development Co., Inc. at 1-800-451-1420 prior to performing the service requested in order to establish any defective part exchange needed or for technical assistance they may require.** If a service company can not be obtained, call 1-800-451-1420 or notify Plastic Development Co., Inc. by writing to Customer Service, Plastic Development Co., Inc. at P. O. Box 4007, Williamsport, PA 17701 within ten days of any problem for assistance. Plastic Development Co., Inc. will require a copy of the original sales agreement from the original purchaser prior to releasing any replacement items covered by this limited warranty. In the unlikely event a service company can not be obtained, you may ship the spa to Plastic Development Co., Inc. for repair. The original purchaser (owner) will be responsible for freight to and from Plastic Development Co., Inc.

Plastic Development Co., Inc. will charge for the replacement component covered under the warranty and repay the service company or original purchaser after the original component has been returned and found to be defective. Contact Plastic Development Co., Inc. at the number above for a Return Goods Authorization number prior to returning any component.

Plastic Development Co., Inc. will not be responsible for providing access to effect the spa repair. Plastic Development Co., Inc. reserves the right to inspect the malfunction or defect on location. If the manufacturer determines that repair of the covered defect is not feasible, it reserves the right to provide a replacement spa instead; equal in value to the purchase price of the original spa. In such an event, costs for removal of the original spa, shipping cost of the original spa to Plastic Development Co., Inc. and the replacement spa to the original purchaser and any reinstallation costs of the replacement spa shall be the responsibility of the purchaser.

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## EXCLUSIONS

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THIS WARRANTY DOES NOT APPLY to any defects caused by negligence, alterations, misuse, accidents, or intentional vandalism. Examples of the more common acts of negligence which will invalidate this warranty are: (1) use of any chemical or cleaning agent not intended for spa use or used in quantities unacceptable. Please refer to your owners manual for instructions on properly maintaining the required chemical balance; (2) failure to adequately protect your spa from extremes in temperature; spa covers and other accessories are available to assist you in this regard; and (3) improper installation by Buyers who either install or personally arrange installation of their spa. As specified in your owners manual, your spa must be installed on a level surface. Failure to follow these simple precautions will result in excessive stress in areas of your spa with cracking resulting. Spa must be filled with water and checked for leaks before decks are installed around spa. If the spa is installed and in place, Plastic Development Co., Inc. shall have no liability for leaks or other defects pertaining to spa except as set forth in this Limited Warranty. **WHEN PLANNING YOUR SPA INSTALLATION SITE, PREPARE FOR THE UNLIKELY EVENT OF RAPID SPA DRAINAGE.** This warranty does not pay labor. Spa units in commercial use are excluded from all warranties stated. This warranty does not cover damage caused by excessive heat, freezing or Acts of God. Warranty applies only to product within the continental United States, excluding California. Spa covers are not included in this warranty.

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## DISCLAIMERS

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UNDER NO CIRCUMSTANCES shall manufacturer be responsible for payment, or any part thereof, of expenses incurred by Buyer for providing reasonable access to the part to be repaired, or, in circumstances where such access or removal is blocked or prevented by modification, alterations, or improvements constructed by Buyer after original purchase, and/or where actual access to the spa location has been modified subsequent to original delivery (if spa was delivered by manufacturer or its agent) to either prevent such access or cause it to be more costly.

Plastic Development Co., Inc. neither assumes nor authorizes any Retailer/Service Company, or other representative or person to assume for it any other liability in connection with the sale or shipment of the above specified products. Plastic Development Co., Inc. reserves the right to make changes or improvements in our products without incurring any obligation to similarly alter products previously purchased. The above Limited Warranties shall be initiated at the time of delivery to spa purchasers site or sixty (60) days from the date of manufacture, (whichever occurs first).

All charges to be paid by the purchaser under the guidelines of this warranty shall be paid in advance to Plastic Development Co., Inc.

Plastic Development Co., Inc. makes no other express warranty or affirmation of facts, by words or act, except as stated above, and no other express warranty or affirmation of fact by words or act, except as stated above, is made or authorized by Plastic Development Co., Inc.; this warranty is expressly in lieu of all other warranties, liabilities or obligations Plastic Development Co., Inc. may have. **THE DURATION OF ANY IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SPA SHALL BE LIMITED TO SIX (6) YEARS AFTER THE DATE OF PURCHASE BY THE ORIGINAL PURCHASER. PURCHASER'S REMEDIES IN THE EVENT OF A BREACH OF ANY IMPLIED WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL BE THE SAME AS AND LIMITED TO, THE PURCHASER'S REMEDIES IN THE EVENT THE SPA FAILS TO CONFORM TO THE EXPRESS WARRANTY AS SET FORTH ABOVE;** i.e. the repair or replacement of the spa, at Plastic Development Co., Inc. option, subject to the payment of the "use" charge, labor charge, transportation charges, and the costs of removal and reinstallation by purchaser. **PLASTIC DEVELOPMENT CO., INC. DISCLAIMS LIABILITY FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGES OR FOR ANY DAMAGES ARISING FROM THE USE OR FAILURE OF THE SPA OR ANY PART THEREOF. THIS DISCLAIMER APPLIES DURING AND AFTER THE WARRANTY PERIOD. PLASTIC DEVELOPMENT CO., INC.'S SOLE LIABILITY AND PURCHASER'S EXCLUSIVE REMEDY FOR ANY CLAIMS AGAINST PLASTIC DEVELOPMENT CO., INC. FOR ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE OR BREACH OF AN IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IRRESPECTIVE OF WHETHER SUCH DEFECTS ARE DISCOVERABLE OR LATENT, SHALL BE THE REPAIR OR REPLACEMENT AS SET FORTH ABOVE, OF THE SPA PROVING TO BE DEFECTIVE AT PLASTIC DEVELOPMENT CO., INC. OPTION, THE RETURN OF THE PURCHASE PRICE. IN NO EVENT SHALL PLASTIC DEVELOPMENT CO., INC. HAVE LIABILITY EXCEEDING THE PURCHASE PRICE PAID BY PURCHASER.**

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## LEGAL RIGHTS

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Some states do not allow limitations on how long an implied warranty lasts, therefore the above limitation may not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, therefore the above limitation or exclusion might not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

Plastic Development Co., Inc. manufactures under  
U. S. Registered Patents #5345621, #5418984.