

EVERYDAY HOT TUBS® LIMITED WARRANTY

WHAT THE MARQUIS CORP. LIMITED WARRANTY COVERS

Marquis Corp. warrants that our products will be free from defects in materials and workmanship for the term set forth exclusively in this warranty. Accessories purchased from Marquis Corp. or a Marquis Corp. authorized dealer and added to the spa after manufacture of the spa are not covered under this warranty but may have other warranties. Refer to owner's manual for proper use, maintenance and installation of your spa. The Limited Warranty is made only to the original purchaser of the spa and is not transferable.

[5] STRUCTURE: The fiber glass structure is warranted for **five** years not to leak. Fittings and attachments are not included.

[2] SURFACE: The acrylic surface is warranted for **two** years against blisters, cracks and delamination.

[2] PLUMBING: Plumbing and fittings are warranted against water loss for **two** years. Warranty coverage does not include gaskets or seals.

[2] EQUIPMENT: Electronic equipment is warranted against defects in materials and workmanship for **two** years. Equipment includes equipment packs, PC boards, pumps, control panels, heater and heat sensors.

[1] EXTERIOR: The synthetic skirt exterior is warranted against cracking and peeling for **one** year.

[1] COMPONENTS: The ozonator and GFCI are warranted against defects in material and workmanship for **one** year.

[1] PARTS: LED lights, remote controls, valves, spa cover, stereo components, jet inserts and overlays are warranted for **one** year. These parts do not qualify for labor coverage under this warranty.

Fuses, non-LED lights, filter, filter lid, cushioned headrests and other items not specifically mentioned in this warranty are warranted to be free from defects in materials and workmanship at time of delivery. These parts do not qualify for labor coverage under this warranty.

TERM OF THE MARQUIS CORP. LIMITED WARRANTY

The term of your warranty begins on the date the product is sold to you and continues for the term described in this warranty for each component.

WHAT YOU SHOULD DO IF YOU EXPERIENCE A PROBLEM

Unless otherwise designated in writing by Marquis Corp., Marquis Corp. or its agent are the only parties authorized to perform warranty service on Marquis Corp. spas. Upon experiencing a problem, please contact your authorized dealer.

You will be asked to provide the following information when requesting warranty service: your name, address and contact information; serial number; a description of your spa and a description of the problem. You will be required to provide proof of purchase of your spa prior to receiving warranty service.

WHAT MARQUIS CORP. WILL DO IN THE EVENT OF A PROBLEM

Marquis Corp. agrees to repair any plumbing or surface defects and to repair or furnish a replacement for any factory-installed component covered under this warranty which, upon test and examination by Marquis Corp., proves to have manufacturing defects. All materials for examination must be returned to Marquis Corp. freight prepaid.

Marquis Corp. will provide parts and labor where applicable (according to predetermined schedule) at no charge to repair or replace components that fail due to manufacturing defects. Responding authorized dealer may charge additional service and travel fees.

In the event that Marquis Corp. or its agent determines that your problem can be addressed by providing a replacement part to you for installation in your spa, a replacement part will be provided to you at no charge when you return the defective part. All replacement parts assume the original warranty status of the spa into which they are installed, including time remaining on warranty, and have no separate or independent warranty of any kind.

To facilitate repairs, Marquis Corp. or its agent may require access to spa equipment. It is your responsibility to provide unencumbered access.

WHAT THE MARQUIS CORP. LIMITED WARRANTY DOES NOT COVER

No warranty will apply to any spa that has been (i) modified, altered or adapted without Marquis Corp.'s written consent; (ii) maltreated or used in a manner other than in accordance with the spa owner's manual; (iii) repaired by any third party not authorized by Marquis Corp.; (iv) improperly installed by any party; (v) used with equipment not covered by this warranty, to the extent that problems are attributable to such use; (vi)

relocated to the extent that problems are attributable to the relocation; (vii) located on any support surface other than specified in the spa printed instructions; and (viii) damage caused by pH level outside the range of 7.4 to 7.6 and other chemical abuse. Refer to instructions in the owner's manual for proper use, maintenance and installation of your spa.

Other items not included in this warranty are freight expenses; labor and material cost associated with removal and or replacement of the spa; damage to or fading of the spa surface and staining of the spa surface or equipment caused by impact, scratching, abrasive or corrosive cleaners; damage due to extreme water temperatures outside the range of 32°F to 120°F (0°C to 49°C) even if the damage was the result of a covered failure; or damage to the spa surface or equipment caused by acts of nature, including wind and power surges. Damage to the spa surface and fittings caused by leaving the spa uncovered and empty of water with direct exposure to sunlight may cause solar heat distress and also invalidates this warranty.

Other costs not associated with the direct repair of the spa, such as phone charges and missed work are not included in this warranty. In the event that the Marquis Corp. serial number tag on the spa has been removed or tampered with, the warranty will be void. Customer may not dismantle spas, and any attempt to dismantle systems, other than described herein, constitutes a modification or alteration of the spa which voids the applicable warranty.

LIMITATIONS

Your sole and exclusive remedy and Marquis Corp.'s entire liability in connection with manufacture and sales of its spa products is repair or replacement (at Marquis' option) of a defective part, as expressed in the limited warranty. Any other express or implied representation or warranty, including the implied warranties of merchantability and of fitness for a particular purpose as well as non-infringement, is excluded to the maximum extent permitted by law.

Except as may be required by applicable law, Marquis Corp. shall not be liable for injury, loss, or damage to person or property, however arising, in connection with manufacture or sale of its spa products. This includes indirect, punitive, special, incidental, or consequential damages (including but not limited to loss of use) whether the claim for such injury, loss, or damage is based on breach of contract, breach of warranty, or tort, even if Marquis Corp. has previously been advised of the possibility of such damages.

This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state.