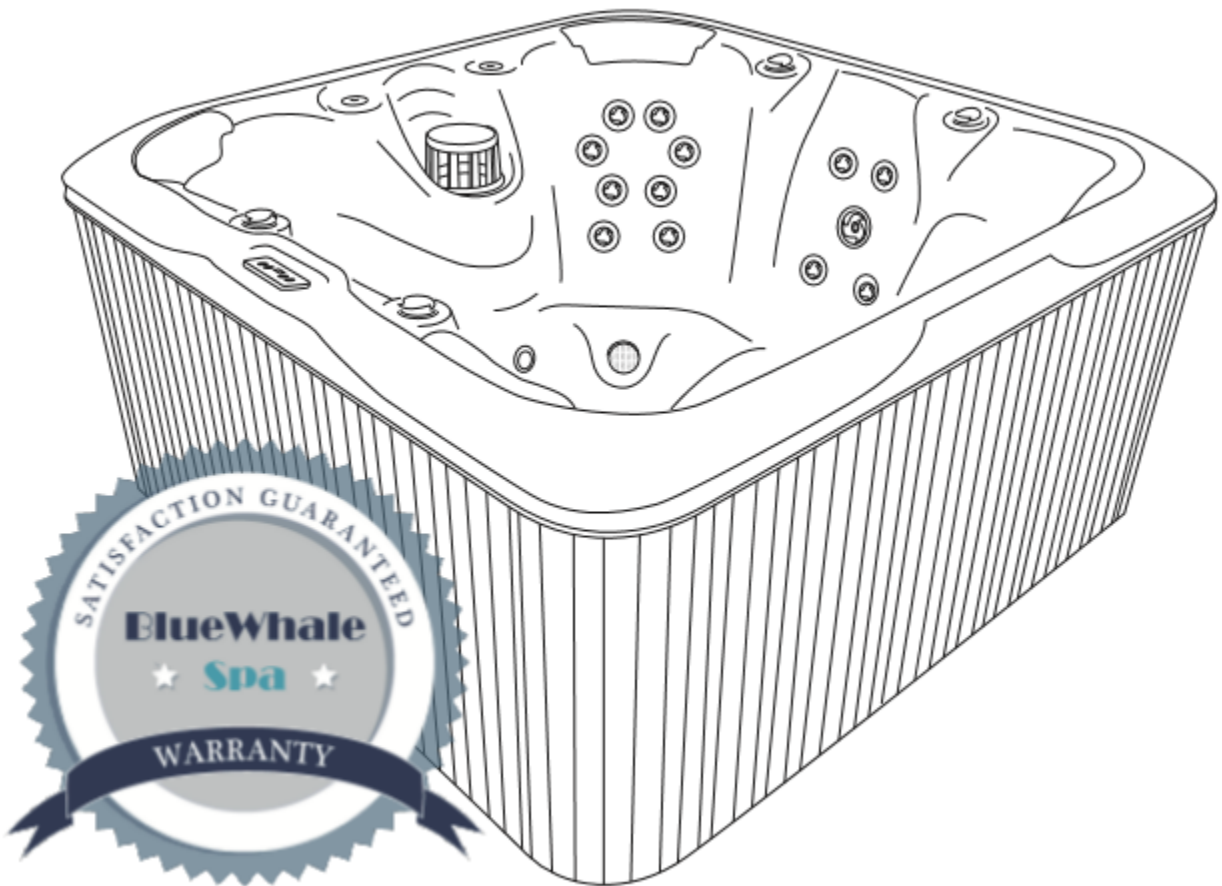


WARRANTY

BlueWhaleSpa



Blue Whale Spa Warranty Agreement

Shell Warranty - 10 years

Blue Whale Spa Limited warrant the shell against water loss to the customer arising from structural failure for a period of 10 years.

Shell Surface - 5 years

Blue Whale Spa Limited warrant the shell surface against water loss to the customer, arising from defects in materials, including cracks, blisters, peeling and delamination for a period of 5 years. Includes all parts and onsite labour necessary for repair.

Electrical Equipment and Plumbing - 2 years

Blue Whale Spa Limited warrant all major spa components – specifically, the pumps, the heater, the control system and the ozonator – against malfunction arising from defects in materials and workmanship, for a period of 2 years to the customer. Includes parts and onsite labour necessary for repair. Leaks from pump unions are expressly excluded from the warranty.

Other Spa Components - 2 years

Blue Whale Spa Limited warrant all other spa components, including but not limited to LED lights, fuses, topside control unit, diverter caps, cover clips, and jet inserts against malfunction arising from defects in material and workmanship for a period of 2 years to the customer. Includes only parts necessary for repair. Labour cost is included.

Cabinet Warranty - 2 years

Blue Whale Spa Limited warrant the spa cabinet (also known as skirting) to be free from defects in material and workmanship for a period of 2 years to the customer. Includes only parts necessary for repair. Labour cost is included. Fading, discolouration, and minor scratches are all considered to be normal wear and tear and are not covered under this warranty.

Cover Warranty - 1 year

Blue Whale Spa Limited warrant the spa cover to be free from defects in material and workmanship for a period of 1 year to the customer. Includes only parts necessary for repair. No labour is included. Fading, discolouration, and minor scratches are all considered to be normal wear and tear and are not covered under this warranty.

Conditions of Warranty

All warranties apply to the original customer, at the original address that the spa was installed. Your limited warranty does not include the cost of shipping parts back to Blue Whale Spa Limited, or to an authorised repair agent for assessment. This warranty does not include costs incurred using non-authorised engineer. Customers must gain written consent from Blue Whale Spa Limited before instructing any engineer not authorised by Blue Whale Spa Limited. In all cases Blue Whale Spa Limited has the sole responsibility for determining the cause and nature of a fault. Blue Whale Spa Limited determination is final. Blue Whale Spa Limited reserve the right to provide a replacement spa of equivalent value if we deem it to be necessary. In such a circumstance, the customer shall be responsible for the cost of moving and installing the new spa into position.

N.B.

The parts of this Blue Whale Spa Limited warranty relating to the 2 years warranty on Electrical Equipment and Plumbing and Other Spa Components is valid only when the customer has returned the warranty validation certificate and a copy of the part P electrical installation certificate within

30 days of delivery and undertakes to have their hot tub serviced by a Blue Whale Spa engineer or approved sub-contractor after 12 months.

Performance

The customer must report any discovered fault to Blue Whale Spa Limited Limited within 10 days. A Blue Whale Spa Limited representative will then diagnose the fault over the telephone and may suggest many possible solutions for the customer to attempt. If after these suggestions fail to resolve the fault, Blue Whale Spa Limited will then send out an engineer. If an engineer is sent out, payment of a call out/travel charge will be required from the customer. Payment of the call out/travel charge is necessary before an engineer will be sent out. Call out fees are waived for any fault occurring in the first 30 days of delivery. If the engineer determines that any fault is not covered under this warranty, the customer will be solely responsible for the cost of any parts and the engineers onsite labour charge.

Exclusions

All warranties hereunder are void if the spa has been subject to chemical misuse or chemical imbalances, alterations or modifications not authorised by Blue Whale Spa Limited, attempts to repair the spa not authorised by Blue Whale Spa Limited, incorrect use of the spa including but not limited to running the spa dry or filling the spa up incorrectly, electrical installation by a non-qualified electrician, ice in the spa, incorrect winter preparation, or commercial use. No part of the spa is warranted against chemical damage. This includes but is not limited to deposits of limescale on the spa shell or on spa components. Correct chemical use is the sole responsibility of the customer.

Spa covers are not warranted against chemical burns.

The spa shell and components are not covered against any defects which may occur because of the customer not using the cover while the spa is not in use.

This warranty does not cover damage arising from the use of unauthorised sanitisers such as tri-chlor, acids, calcium hypochlorite, sodium hypochlorite, peroxides, any sanitizing chemical that may remain undissolved on the spa surface.

Damage to headrest pillows reported beyond the day of delivery will not be covered under warranty. Headrest pillows are to be removed from the spa when not in use.

Disclaimer

Blue Whale Spa Limited will not be liable for loss of use of the spa, or any incidental expenses incurred because of the repair or replacement of the spa. This includes but is not limited to permanent decking or surroundings, flooring, any other fixtures, chemical loss, water loss or filter loss. Blue Whale Spa Limited will not be responsible for inadequate radio reception in relation to the spas entertainment system. Blue Whale Spa Limited warranties are limited to the maximum amount of monies received from the customer with respect to the sale of the spa.

All Warranties

All warranties apply from the date the spa is delivered to the customer.

The full limited warranty is only valid if the customer returns the warranty registration form within 30 days of delivery. Your warranty validation form must be returned with a copy of your Part P electrical installation certificate if applicable to your spa.

If you are having your hot tub delivered in advance of any electrical work being undertaken you must inform Blue Whale Spa of this.

When the electrical installation work has been undertaken and you have installed your hot tub, you must return the validation certificate with a copy of the Part P installation certificate within 30 days of the issuing of the part P certificate to validate this warranty.



11 Glaisdale Drive East
Nottingham
NG8 4GU
Phone: 0115 954 8888

WARRANTY VALIDATION CERTIFICATE

For Completion by Customer

TO BE RETURNED TO BLUE WHALE SPA WITH A COPY OF PART P ELECTRICAL INSTALLATION
CERTIFICATE WITHIN 30 DAYS OF TUB DELIVERY

Please complete and return to.
Blue whale Spa Ltd.
11 Glaisdale Drive East,
Nottingham
NG8 4GU

Customer Name

Customer Address

Hot Tub Model

Installation / Delivery Date

Customer Signature

Delivered By

Delivery Date