

WARRANTY

This warranty begins on the date of purchase and extends to the original purchaser, only. InnovaSpa's (the spa division of Lumi-O | Innovaplas inc) obligation to this warranty is limited to the repair or replacement of defective parts that are returned to Lumi-O | Innovaplas inc or one of its authorized dealers for repair only. If your spa develops a defect within the warranty period and the defect is a warranty related issue, it will be repaired by Lumi-O | Innovaplas inc, its authorized agent or its authorized dealer. If the defect is not warranty related, the spa owner is responsible for all charges related to the repair of the spa. This warranty does not cover any spa that has been subject to misuse, neglect, negligence, accident, civil disturbance, acts of God, or that has been operated in any way contrary to the recommended operating instructions or that has not been installed as specified in Lumi-O | Innovaplas inc's Owner's Manual. This warranty does not cover any spa that has been modified or altered except with parts or options that are authorized by Lumi-O | Innovaplas inc and installed according to recommended installation instructions. It does not cover any damage incurred by moving the spa.

To obtain warranty service, contact your authorized dealer or Lumi-O | Innovaplas inc. You will be asked to provide original proof of purchase documents. Lumi-O | Innovaplas inc's responsibility with respect to warranty is limited to repairing or exchanging defective part(s) and Lumi-O | Innovaplas inc reserves the right to use refurbished parts, at its discretion. Lumi-O | Innovaplas inc neither assumes or authorizes anyone else to assume any other obligation under the terms of this warranty. All final decisions with respect to legitimacy of warranty will be made solely by Lumi-O | Innovaplas inc and Lumi-O | Innovaplas inc assumes no liability with respect to loss of use of a spa during warranty repair.

Lumi-O | Innovaplas inc reserves the right to change or improve the design of any spa without obligation to modify any spa previously manufactured. Lumi-O | Innovaplas inc does not assume any liability or obligation with respect to labor warranty if the authorized dealer ceases to do business.

- **Shell/Surface : Five (5) year warranty**

The structural integrity of the spa (its ability to hold water) is warranted to be free of defects for a prorated** period of five (5) years. The costs of removing, reinstalling and any shipping charges related to the structural repair of a spa are the responsibility of the spa owner. The manufacturer reserves the right to make repairs to the shell/surface. This warranty does not cover superficial damages, minor surface imperfections or discoloration.

** Pro-rata : Suggested retail price, divided by 60 months, multiplied by months of use, plus shipping and handling = replacement cost.

- **Parts : One (1) year warranty**

The heater, pump, spa pack, top side control and plumbing (excluding sealing gaskets) are warranted to be free of leaks and/or defects for a period of one (1) year.

- **Labor : One (1) year limited warranty**

Labor charges related to repair or replacement of defective components, as listed in the Parts section of this warranty, will be free of charge for a period of one (1) year provided that defective components are returned to Lumi-O | Innovaplas inc or one of its authorized dealers for repair. The spa owner may be subject to an authorized dealer trip charge which is not covered by this warranty. Any other terms and conditions related to labor warranty are an agreement between the original purchaser and the authorized dealer. The original purchaser should consult their authorized dealer for individual terms, conditions and procedures with respect to labor warranty. Lumi-O | Innovaplas inc does not assume any liability or obligation with respect to labor warranty should an authorized dealer cease to do business.

- **Incidentals**

The ozone generator, UV system, waterfall assembly, rotational jets, GFCI, pump seal and heater seal are warranted to be free of defects for a period of ninety (90) days for parts only. All alterable accessories (spa cover, filter cartridges, cover straps, vinyl cover, cover lifters, waterfall housings, main light lens covers, standard light bulbs and LED lights, fuses, shut-off valve, jets inserts) are warranted to be free of defects at time of delivery.

- **Disclaimers**

The owner must ensure that access to the spa is available for any repair/inspection under warranty. Components that become defective due to corrosion or scale formation as a result of improper water balance and/or spa maintenance are disclaimed, in their entirety, under this warranty. Lumi-O | Innovaplas inc or its agents assume no liability or responsibility for incidental, consequential or other damage including, but not limited to, removal of a deck or other custom fixture(s), transportation or shipping charges, telephone charges, rental of a like product during the time warranty service is being performed, travel, loss or damage to personal property or person, and loss of revenue, use, time or convenience resulting from the loss of use of the spa covered by this warranty. Some states/provinces do not allow the exclusion or limitation of incidental or consequential damages. The above limitations and exclusions may not apply to you. The jurisdiction and venue for any litigation arising with respect to the transaction evidenced by this warranty shall be the Court in and for Saint-Jérôme, Quebec, Canada and buyer hereby agrees to such jurisdiction and venue.

During the winter months, it is the spa owner's responsibility to ensure that the spa's plumbing and shell do not freeze. This warranty does not cover damages caused by frost.