

# LIMITED WARRANTY

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.

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## TWENTY-FIVE YEAR STRUCTURAL WARRANTY

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Plastic Development Co., Inc. warrants the SE Series spa shell structure, namely fiberglass reinforcements, against defects in materials and workmanship as follows: One Hundred Percent (100%) of retail replacement or repair cost in years one (1) through five (5); Seventy-five percent (75%) of retail replacement or repair costs in years six (6) through ten (10); Fifty percent (50%) of retail replacement or repair costs in years eleven (11) through twenty-five (25). This warranty means the spa shell will not leak, remain structurally sound and capable of holding water only, and against loss of water through the fiberglass laminate of the spa shell caused by defects in materials and workmanship. The term "retail replacement or repair cost" for purpose of express definition shall mean the then current retail price of the model spa shell or the then current repair charge for the same or similar problem for which PDC is then offering said shell or repair to the general public, excluding sales or special offers. Additionally, for purpose of express definition, the term "structural warranty" excludes the spa interior-finish, all factory installed accessories and pre-plumbing, wood skirts, and support equipment. Plastic Development Co., Inc. reserves the right to repair or replace at its sole option, and any such replacement or repair shall assume as its warranty period only the remaining time under this warranty for the original product.

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## FIFTEEN YEAR SURFACE FINISH WARRANTY

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Plastic Development Co., Inc. warrants the surface finish of the SE Series spa, acrylic and granite finish spas to be free from blistering and cracking due to a defect in material or workmanship as follows: One hundred percent (100%) of retail repair or replacement in years one (1) through five (5); Fifty percent (50%) of retail or replacement in years six (6) through fifteen (15). This surface finish does not apply to discoloration or fading. The term "retail replacement and repair costs" shall be expressly defined as set forth above. Additionally, for purpose of express definition, the term "finish warranty" excludes the spa structure, all factory installed accessories and pre-plumbing, wood skirts, and support equipment. Plastic Development Co., Inc. reserves the right to replace or repair at its sole option, and any such replacement or repair shall assume as its warranty period only the remaining time under this warranty for the original product.

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## THREE YEAR EQUIPMENT / PLUMBING COMPONENT WARRANTY

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Plastic Development Co., Inc. warrants the SE Series spas to the original owner from the original date of purchase the factory installed electrical 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 years. This warranty is intended to cover the component only and does not include labor and shipping charges. This warranty does not cover normal wear and tear items such as, but not limited to, pump seals and 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.

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## ONE YEAR LABOR WARRANTY

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PDC Spas will pay labor costs that fall within our warranty performance guidelines (listed below) for a period of one year on failed equipment components or plumbing components as described in their warranty section, and within the warranty performance section.

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## WARRANTY PERFORMANCE

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In the event of any malfunction or defect covered under the terms of this warranty, a FACTORY AUTHORIZED SERVICE AGENT OF PDC SPAS, PLASTIC DEVELOPMENT COMPANY, INC. must repair the PDC Spa. To obtain service, notify your factory authorized service agent (your spa dealer should be authorized) in writing, of any problem within ten (10) days of the time the malfunction is discovered. A copy of the original sales agreement must accompany the written notification showing the original purchaser and date of the purchase. Your factory authorized service agent may charge you reasonable repair travel charges at their discretion.

In the unlikely event you are unable to find an authorized agent to assist you, send the above information along with the name of the spa retailer you purchased the spa from to : Customer Service, PDC Spas, P. O. Box 4007, Williamsport, PA 17701. PDC Spas will not be responsible for providing access to effect the spa repair. In the event no factory authorized service agent can be found in your area, you may ship the spa to PDC Spas, freight pre-paid (you are responsible for the freight). PDC Spas will make the needed repair and ship the spa back to you on PDC truck, if possible, at no charge. If we are unable to ship the spa on PDC truck, freight will be the responsibility of the owner.

PDC Spas 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, reasonable costs for removal of the original spa, shipping costs from the factory for the replacement spa, and delivery and installation of the replacement will be the responsibility of the spa owner. The replacement spa will carry the balance of the original spa's warranty.

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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, if portable, or adequately back-filled with sand if installed in-ground. 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 being back-filled with sand or before decks are installed around spa. If the spa is installed, back-filled, and in place, PDC 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 for time spent other than making the spa repair. Time spent draining and re-filling the spa, if needed, is the responsibility of the spa owner. Spa units in commercial use are excluded from all warranties stated. Warranty applies only to product within the 48 contiguous United States. Spa covers are not included in the PDC Spa 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.

PDC neither assumes nor authorizes any Dealer or other representative or person to assume for it any other liability in connection with the sale or shipment of the above specified products. PDC 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 PDC.

PDC 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 PDC; this warranty is expressly in lieu of all other warranties, liabilities or obligations PDC 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 PDC option, subject to the payment of the "use" charge, labor charge, transportation charges, and the costs of removal and reinstallation by purchaser. **PDC 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. PDC'S SOLE LIABILITY AND PURCHASER'S EXCLUSIVE REMEDY FOR ANY CLAIMS AGAINST PDC 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 PDC OPTION OR, AT PDC OPTION, THE RETURN OF THE PURCHASE PRICE. IN NO EVENT SHALL PDC 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.