

# LIMITED WARRANTY

## Synergy and TruSwim Series Swim Spas

PDC Spas, Inc. warrants certain specific parts of the swim spa described below.

The warranties apply only to the person who first bought the swim spa.

In this Limited Warranty, PDC Spas is called “we/us” and the first person who buys the spa is called “you”.

### What Spa is Covered by this Limited Warranty?

This limited warranty applies to all Synergy and TruSwim Series swim spas manufactured by us.

### When Do the Limited Warranties Start and How Long do They Last?

If you have your original proof of purchase, the warranties will start on whichever occurred first of (1) your date of purchase or (2) one year after the date the swim spa was manufactured. If you do not have your proof of purchase, the warranties begin on the date the swim spa was manufactured.

### What does this Warranty Cover?

**Structural Warranty.** We warrant that the swim spa shell structure (meaning the fiberglass reinforcements) will not leak due to defects in workmanship and materials for a period of thirty-five (35) years from the date the warranty starts.

**Surface Finish Warranty.** We warrant that the exterior acrylic surface finish will be free from blistering and cracking due to a defect in material or workmanship for a period of fifteen (15) years from the date the warranty starts.

**Electronic Component Warranty.** We warrant that the factory-installed electrical components (pumps, heater, electrical control systems) will be free from defects in workmanship and materials for a period of five (5) years after the warranty starts.

**Plumbing Warranty.** We warrant that the plumbing components will be free from defects in workmanship and materials for a period of five (5) years from the date the warranty starts.

**Propulsion Warranty.** We warrant that the hydraulic propulsion system, namely the electric motor, hydraulic motors, hydraulic pump, electronic controls and hydraulic line will be free from defects in workmanship and materials for a period of two (2) years from the date the warranty starts.

**Parts Warranty.** We warrant that the lights, lenses, ozonators, fuses, head rests, filters, o-rings, pressure switches and removable jet parts will be free from defects in material and workmanship at the time of delivery only, if the swim spa is delivered within one (1) year after the date of manufacture.

**Synthetic Cabinet Warranty.** We warrant that the synthetic cabinet skirting and exterior base will be free from defects in workmanship and material for a period of three (3) years.

**Component Warranty.** We warrant that any other factory installed component not mentioned above will be free from defects in workmanship and material for a period of one (1) year after the warranty starts.

**Replacement Parts.** We warrant any replacement part only for duration of the warranty under which it was provided. For example, if we replace a plumbing component, the replacement component is warranted only for the remaining term of the five (5) year warranty.

## What Does this Warranty Not Cover?

This warranty does not cover:

- any commercial use of the swim spa(s) located outside the 48 contiguous United States
- Swim spa covers, interior finish, any factory-installed accessories, pre-plumbing, support equipment, stereo systems or entertainment components
- normal wear and tear items such as, but not limited to, pump seals and pump bearings
- unauthorized repairs or replacements
- discoloration or fading
- any conditions resulting from negligence, alterations, misuse, accidents, vandalism, failure to maintain the swim spa in accordance with the owner's manual, including use of any chemical or cleaning agent not intended for use on a swim spa or which is used in greater quantities than those specified in the owner's manual
- failure to adequately protect your swim spa from extremes in temperature, such as the failure to use a swim spa cover or other available accessories available to protect the swim spa, or to install the swim spa in accordance with the owner's manual

## What Will We Do to Correct Problems?

**Structural Warranty :** During the twenty (20) year period after this warranty starts, we will pay the retail repair costs or retail replacement costs to repair or replace the shell structure. After the first twenty (20) years, we will pay the following amounts toward the retail repair costs or retail replacement costs to repair or replace the shell structure: in years twenty-one (21) through twenty-five (25), 75% of the retail replacement costs or retail repair costs and during the last ten (10) years of the warranty period, 50% of the retail replacement costs or retail repair costs. If we replace your swim spa more than five (5) years after the warranty period starts, we will not pay for the costs of the installed plumbing components. You must pay for the installed plumbing components.

**Surface Finish Warranty.** During the first five (5) years of this warranty, we will pay the retail repair costs to repair the surface finish or the retail replacement costs to replace the swim spa, at our election. During the remainder of the warranty period, we will pay 50% of the retail repair costs to repair the swim spa surface finish or 50% of the retail replacement costs to replace the swim spa. If we replace your spa more than five (5) years after the warranty period starts, we will not pay for the costs of the installed plumbing components. You must pay for the installed plumbing components.

**Electric Component Warranty:** During the first three (3) years of the warranty period, we will replace the electric component. During the remainder of the warranty period, we will pay 50% of the retail replacement costs toward the cost of the replacement electric component.

**Propulsion Warranty:** During the first two (2) years of the warranty period, we will replace the hydraulic system component.

**Plumbing Warranty; Parts Warranty; Synthetic Cabinet Warranty, Component Warranty:** We will provide a replacement part.

**All Warranties:** If we determine that repair is not feasible, we reserve the right to provide a replacement swim spa equal in value to the purchase price you paid for your swim spa.

## How Do You Get Service?

To make a claim under this warranty, contact the retailer from whom you purchased the swim spa. If you are unable to contact the retailer, contact us at the address listed below. You must give us and/or the retailer from whom you purchased the swim spa written notice of your warranty claim and, if you have it, a copy, of your proof of purchase, within ten (10) days of the time when you first discover the claim. If you cannot provide a copy of your original proof of purchase, you must provide the name of the retail store where your swim spa was purchased and the swim spa serial number.

If the warranty claim relates to a component part, you or the retailer must return the part to us. Before returning a defective part or swim spa for warranty service to us, you must first contact our service department to obtain a RGA NUMBER (return good authorization number).

We will determine whether a defective part or swim spa is to be repaired or replaced. We have the right to inspect your swim spa at its location and, if we request such inspection, you must give us access to the swim spa to obtain warranty service. If you cannot provide a copy of your original proof of purchase, the name of the retail store where your swim spa was purchased and the swim spa serial number must be provided to us.

If your warranty claim is approved, we will only repair your swim spa or replace your swim spa or the part at the factory, and you must pay the cost to return the swim spa or part to us. If we approve a warranty claim for repairs or a replacement part, you may choose who does the repairs or orders the part from us. We are not responsible for any work or anything else done by the person you choose. We do not have any authorized service representatives.

Whomever you select to repair the swim spa or the part or replace the part must comply with our warranty service terms and guidelines. We are not responsible for any costs incurred which do not comply with our warranty service terms, guidelines.

#### **How Do You Contact Us?**

To contact us in writing: P.O. Box 4007, Williamsport, PA 17701

To ship a spa or part to us: 75 Palmer Industrial Rd. Williamsport, PA 17701

To contact us by telephone: 1-800-451-1420 or 570-323-3060

To contact us by email: [spas@pdcspas.com](mailto:spas@pdcspas.com)

#### **What Costs and Charges Are Not Covered by this Warranty?**

If you choose to have someone other than us perform warranty service, we will pay the person whom you choose to perform warranty service labor costs at our then current rate schedule for that particular type of service for the first three (3) years (two years (2) for hydraulic system) of the warranty period. You or the person you choose to perform the warranty service should contact us for current labor rates. If we perform the warranty service, we will not charge you for labor for the first three (3) years (two years (2) for hydraulic system) of the warranty period. We do not pay for any labor after the first three (3) years (two years (2) for hydraulic system) of the warranty period. After the first three (3) years (two years (2) for hydraulic system), for those warranties which last more than three (3) years, you must pay the labor charges to repair the swim spa or part or replace the part.

This warranty does not cover the costs of transportation to and from us or a dealer to get warranty service or replacements. You must pay the transportation costs. We do not pay for the costs to get access to or to remove the swim spa or the part from where it is installed. We do not pay to install any replacement part or swim spa, such as labor costs you may incur to install the replacement part or swim spa. We do not pay for any costs to dismantle and remove the swim spa or the part or drain or refill the swim spa.

You must pay all costs to repair or replace your swim spa or the part in excess of the retail replacement costs or retail repair costs we pay under this warranty.

Retail replacement costs are determined at the time of warranty service. It is our retail price at that time for a comparable swim spa or part. Retail repair costs are also determined at the time warranty service. It is our repair charge at that time for the same or similar defect which we would charge the general public. The retail replacement costs and retail repair costs are not the prices or charges charged in sales or special offers.

#### **Limitations:**

We are not responsible for any warranty service performed by anyone other than us.

The implied warranty of merchantability and the implied warranty of fitness for a particular purpose are limited to the shortest time period allowed by law.

**Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.**

No other warranties, written or oral, are given except as set forth in this Limited Warranty and no person, including any dealer or retailer, has authority to modify this Limited Warranty. We are not liable for any consequential or incidental damages arising out of or in connection with your use of the swim spa or any component or the performance or defect in the swim spa or any component part. This limitation includes damages for economic loss, loss of property, and personal injuries. In no event shall our liability under this Limited Warranty exceed the purchase price you paid for this swim spa.

**Some states do not allow the exclusion or limitation of incidental or consequential damages so the above limitation or exclusion may not apply to you.**

Our only liability and your only remedy for any claim against us from any cause whatsoever is the repair or replacement of the defective part as set forth above or, at our option, a refund of the purchase price paid by you. This includes any claims arising from our failure to use reasonable care (negligence) or breach of any of the express limited warranties or the implied warranties of merchantability or fitness for a particular purpose. This also applies whether the defect is discoverable or latent. In no event will we have any liability in excess of the purchase price paid by you. These limitations apply during and after the applicable warranty period, whether or not the spa or component is covered by the warranty.

Any action arising out of or relating to this Limited Warranty, whether by or against you or us, may be brought in and only in the Court of Common Pleas of Lycoming County, Pennsylvania or the United States District Court for the Middle District of Pennsylvania and must be brought within one (1) year of the date the cause of action arises.

**Your Rights Under State Law:**

This Limited Warranty gives you specific legal rights, you may also have other rights which vary from state to state.

**You must read the owner manual carefully. This warranty does not apply to conditions resulting from any failure to follow the instructions in the owner's manual.**



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