

LIMITED

# Warranty

780 SERIES



This Limited Warranty is extended to the original purchaser of a Sundance 780 Series brand spa, manufactured after October 1, 2004 and installed for residential use in the United States of America, Canada and Mexico.

## 10 YEARS SHELL STRUCTURE

Sundance 780 Series spas are warranted against water loss due to defects in the spa shell for ten years from the original date of purchase.

## 7 YEARS SHELL SURFACE

Sundance 780 Series spas are warranted against blistering, cracking, or delaminating of the interior surface of the spa shell due to defects in workmanship or materials for seven years from the original date of purchase.

## 3 YEARS COMPONENTS

Sundance 780 Series spas' controls, mechanical equipment, and plumbing are warranted against malfunctions due to defects in workmanship or materials for three years from the original date of purchase.

### WARRANTIES FOR OTHER COMPONENTS

The light lenses, fuses, headrests, cabinet finish and filter are warranted to be free of defects in workmanship and materials at the time of delivery. All other spa components not specifically mentioned, including but not limited to the cabinet (both wood and synthetic), the stereo components (CD player/radio, speakers, stereo access door, power supply, etc) and the filter lid are warranted to be free of defects in workmanship or materials for one year from the original date of purchase.

### PERFORMANCE

To obtain service in the event of a defect covered by this Limited Warranty, notify your Sundance dealer or Sundance Spas, Inc. (the "Manufacturer") as soon as possible and use all reasonable means to protect the spa from further damage. Upon proof of purchase, a designated service representative will correct the defect subject to the terms and conditions contained in this Limited Warranty. There will be no charge for parts or labor to repair the defect, although providing access to effect the repair is the responsibility of the spa owner. You may be assessed reasonable costs of travel. 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, if any. Spa covers are not included.

### WARRANTY LIMITATIONS

This Limited Warranty is void if: the Manufacturer or its designated representative determines that the spa has been subjected to alteration, neglect, misuse or abuse, or freight damage caused by the common carrier; any repairs have been attempted by anyone other than a designated representative; or if the failure is caused by accident, acts of God or other causes beyond the control of the Manufacturer. Neglect, misuse and abuse include any installation, operation or maintenance of the spa other than in accordance with the instructions contained in the owner's manual provided with the spa, including but not limited to the failure to maintain proper water chemistry and chemical balance and the use of abrasive or improper cleaners. This Limited Warranty does not provide coverage for the insulating cover, any item attached to or installed on the spa after the date of manufacture, or for gaining access to any component for repair or replacement. Spa units in commercial use are excluded from any coverage whatsoever. The spa owner accepts liability for repair work performed by anyone other than the Manufacturer or a designated Sundance spa representative.

### LIMITATIONS

This Limited Warranty takes the place of all other warranties, express or implied, in fact or at law, including implied warranties of merchantability and fitness for a particular purpose. All warranty

service must be performed by the Manufacturer or its designated representative. No agent, dealer, distributor, service company or other party is authorized to change, modify or extend the terms of this limited warranty in any manner whatsoever. The Manufacturer will not be responsible for any statements or representations made in any form that go beyond, are broader than, or are inconsistent with any authorized literature or specifications furnished by Sundance Spas.

### DISCLAIMERS

The Manufacturer and its representatives shall not be liable for any injury, loss, cost or other damage, whether incidental or consequential, arising out of any defect covered by this limited warranty, including without limitation, loss of use of the spa and cost for removal of defective product even if the Manufacturer was advised of the possibility of damage. The liability of the Manufacturer under this limited warranty, if any, shall not exceed the original amount paid for the defective product. Coverage under this limited warranty shall commence as of the original date of purchase and the duration of such coverage shall not extend for any reason whatsoever beyond the stated time periods. These disclaimers shall be equally applicable to any service provided by the Manufacturer and its designated representatives.

### LEGAL RIGHTS

This Limited Warranty gives you specific legal rights. You may also have other rights that vary from state to state. Some states do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you.

## Sundance® Spas