

Product Warranty

The Limited Warranty extends to the original consumer purchaser of a Wellis USA spa manufactured after May 1, 2019, and installed for residential use in the United States of America and Canada.

This Limited Warranty begins on the date of delivery of the spa, but in no event later than one year from the date of manufacture. This warranty terminates upon any transfer of ownership of the spa, or if the spa is installed or relocated outside the country of purchase prior to the expiration of the warranty period.

For assistance with product registration, maintenance, or service requests, please contact the independent Wellis[®] Spa Dealer where you purchased your product. Use our <u>Dealer Locator</u> to find a spa dealer near you.

Spa Warranty

10 years warranty on the shell structure / 7 years for MyLine spas

Wellis USA warrants the structural integrity of the spa shell against water loss due to defects in material or workmanship for ten/seven years.

7 years warranty on the shell surface / 5 years for MyLine spas

Wellis USA warrants the interior acrylic surface of the spa against cracking, blistering or delaminating for seven/five years. This surface finish warranty does not apply to discoloration or fading. Further, this Limited Warranty does not apply if a failure is caused by or contributed to by any of the following: improper installation, improper use of chemicals, improper introduction of foreign substances into the water, etc., and/or failure to adequately protect the surface from exposure to the sun/elements and extreme temperatures. In the event of a defect, the acrylic surface repair is further limited to only the defective portion of the surface and the repair is not guaranteed against discoloration or fading.

5 years warranty on the spa cabinet / 3 years for MyLine spas

Wellis USA warrants the spa cabinet against defects in material or workmanship for three/five years. This warranty of the spa specifically covers peeling, cracking or shrinking. The spa cabinet finish is uncovered by this warranty but is warranted to be free from defects in material or workmanship at the time of delivery. Fading or weathering of the surface will occur naturally over time and are not considered to be defects. Years four and five will be prorated to 50% of replacement cost of parts and labor.

5 years no leak plumbing warranty / 3 years for MyLine spas

Wellis USA warrants the spa against leaks due to defects in material or workmanship for three/five years. This warranty of the spa specifically covers leaks from fittings, drains, hoses, internal glue joints, internal plumbing, jet assemblies and all bonded parts. This Limited Warranty does not apply if a failure is caused by or contributed to by any of the following: improper installation, improper use of chemicals, improper introduction of foreign substances into the water, etc. Years four and five will be prorated to 50% of replacement cost of parts and labor.

5 years warranty on the control box and display module / 3 years for MyLine spas

Wellis USA warrants the display and control box of the spa against malfunctions and defects in material or workmanship for three/five years. This Limited Warranty does not apply if the failure is caused by or contributed to by any of the following: improper wiring, use of extension cords, improper alterations or modifications, or failure to plug into isolated service, as indicated by the manufacturer's specifications. Years four and five will be prorated to 50% of replacement cost of parts and labor.

5 years warranty on the equipment and components / 3 years for MyLine spas

Wellis USA warrants the components of the spa against malfunctions and defects in material or workmanship for five/three years. This warranty of the spa specifically covers heaters, pumps, jets, taps and diverters. This Limited Warranty does not apply if a failure is caused by or contributed to by any of the following: improper installation, improper use of chemicals, improper introduction of foreign substances into the water, improper wiring, use of extension cords, improper alterations or modifications, or failure to plug into isolated service, as indicated by the manufacturer's specifications, etc. Years four and five will be prorated to 50% of replacement cost of parts and labor.

2 years warranty on the LED lighting / 1 year for MyLine spas

Wellis USA warrants the LED lighting system to be free from defects in material or workmanship for two/one years. This Limited Warranty does not apply if the failure is caused by or contributed to by any of the following: improper wiring, use of extension cords, improper alterations or modifications, or failure to plug into isolated service, as indicated by the manufacturer's specifications

1 year warranty on the sound system

Wellis USA warrants the components of the sound system (speakers, subwoofer, receiver, power supply) to be free from defects in material or workmanship for one year. This Limited Warranty does not apply if the failure is caused by or contributed to by any of the following: improper wiring,

use of extension cords, improper alterations or modifications, or failure to plug into isolated service, as indicated by the manufacturer's specifications. 90-day labor warranty on any sound system equipment related to the operation of the audio.

Other components

The UV-C bulb and the spa covers are warranted against malfunctions and defects in material or workmanship for 90 days from the original date of the spa delivery. Headrests, pillows, filter cartridges, cover locks, tap and diverter grips, fuses, gaskets – any parts that can be changed without the use of tools – are uncovered by this warranty but are warranted to be free from defects in material or workmanship at the time of delivery.

Any other spa components or accessories unmentioned are specifically EXCLUDED from this warranty.

Genuine Wellis Parts and Accessories

This Limited Warranty is void if Wellis USA or its designated representative determines that the spa has been subjected to damage or failure due to improper installation of aftermarket parts that are not genuine Wellis USA branded parts and accessories. This disclaimer includes, but is not limited to filters, UV bulbs, ozone systems, water treatment systems, repair parts and other accessories. Genuine Wellis USA branded parts and accessories are built to the highest standards of quality, durability and performance, and are designed to work with your Wellis USA spa to ensure optimal performance and function.

This Limited Warranty is void if Wellis USA or its designated representative determines that the spa has been subjected to freight damage caused by the common carrier, alteration, neglect, misuse or abuse, accident beyond the control of Wellis USA or any repairs have been attempted by anyone other than a designated representative. This Limited Warranty is void if damage to the spa shell occurs because of excessive heat buildup due to failure to cover a spa that is empty of water while exposed to direct sunlight. Misuse, abuse and neglect include any installation, operation or maintenance of the spa other than in accordance with the instructions described in the manual provided with the spa, including but not limited to improper water chemistry and chemical balance and the use of improper cleaners. This Limited Warranty provides no coverage for any item attached to or installed on the spa after the date of manufacture or for access to any component for repair or replacement. Any and every Wellis USA spa in commercial or industrial use is excluded from any warranty coverage whatsoever.

The spa owner accepts liability for repair work performed by anyone other than Wellis USA or a designated representative.

Warranty Performance

This Limited Warranty begins on the date of delivery of the spa, but in no event later than one year from the date of manufacture. This warranty terminates upon any transfer of ownership of the spa, or if the spa is installed or relocated outside the country of purchase prior to the expiration of the warranty period. To make a claim under this warranty, contact the dealer where you purchased your spa. In the event you are unable to obtain service from your dealer, please log a ticket at our Wellis Support Center site by sending an email to support@wellis.com. You MUST PROVIDE the TYPE and SERIAL NUMBER of your spa to be found on the ID plate attached to the bottom section of one of the side cabinets. You must give your dealer or Wellis USA a written notice of any warranty claim, along with a copy of your original purchase receipt indicating the date of the purchase, as soon as possible, but not later than thirty (30) days of the time you discover the claim. You MUST use all reasonable means to protect the spa from further damage. Wellis USA or its designated representative reserves the right to inspect the malfunction or defect on location, providing access to affect the repair is the responsibility of the spa owner.

Your dealer or the authorized service agent of Wellis USA will repair any defects covered by this warranty. Except as described herein, you will not be charged for parts and/or labor necessary to repair the spa for defects covered by this limited warranty. In some cases, the servicing dealer or agent may charge you a reasonable repairman travel and/or service charge that is not covered by this limited warranty. Please contact your dealer for information regarding any such charges.

Upon inspection, your dealer or Wellis USA may, at its option, choose to return the spa to the factory for repair or shell replacement. If a return to the factory is required, removal/return of the defective spa to the factory and delivery/re-installation of the replacement spa will be the responsibility of the spa owner. If your dealer or Wellis USA determines that repair of the defect is not feasible, they reserve the right to provide a replacement spa instead. In case the spa is removed to a repair facility for repair or replacement, the cost of removal and reinstallation will be the responsibility of the spa owner.

Warranty Limitations

Except as described above, this limited warranty does not cover defects or damage due to normal wear and tear, acts of God, improper installation, alteration without Wellis USA prior written consent, accident, misuse, abuse, commercial or industrial use, use of an accessory not approved by Wellis USA, failure to follow Wellis USA installation instructions or the spa manual, or repairs made or attempted by anyone other than an authorized representative of Wellis USA. Alteration includes, but is not limited to, any component or plumbing change, electrical conversion or modification. Contact your dealer for a list of approved accessories. 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.

DISCLAIMERS

WELLIS USA 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 WELLIS USA WAS ADVISED OF THE POSSIBILITY OF DAMAGE. THE LIABILITY OF WELLIS USA UNDER THIS LIMITED WARRANTY, IF ANY, SHALL NOT EXCEED THE ORIGINAL AMOUNT PAID FOR THE DEFECTIVE PRODUCT. ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE STATUTORY PERIOD OR THE DURATION OF THE APPLICABLE WARRANTY STATED ABOVE, WHICHEVER IS SHORTER

Legal Rights

This warranty gives you specific legal rights, and you may have other rights which vary from state to state, province to province or country to country.