



## Limited Warranty

1. Immerspa Inc. to the original buyer, under intended use and maintenance, warrants the product pool or spa to be free from defects in materials and workmanship as set out below.
2. No warranty against defects in materials and workmanship will apply if spa is:
  - (i) Altered in any way, except as specifically provided for in product installation and use instructions;
  - (ii) Used for purposes inconsistent with product's intended purpose or design; or
  - (iii) Improperly maintained.

This Warranty shall be available to the buyer of the Immerspa Pool or Spa, when:

- The original installation is done by: a duly authorized Dealer or Manufacturer of Immerspa products, a Licensed Contractor approved by Immerspa or the Buyer on condition that all Instructions from the Immerspa Installation Guide were followed by the Buyer.
- The Pool or Spa must run on equipment for a minimum of 48 hours before any final finishing at ground level is started and proof of such operation is required.
- Immerspa Inc. has received full payment for said pool or spa.
- The Buyer notifies Immerspa Inc. within 10 days of start of the warranty issue and said notification shall specify the exact nature of the alleged defect and warranty issue.
- The purchaser agrees to cooperate with Immerspa Inc. and to grant access to the pool or spa area during normal business hours to make repairs to the pool or spa.

**SHELL.** Subject to the following conditions Immerspa Inc. will supply materials and labor for the repair if the following should occur:

- Loss of water due to a defect in workmanship in the fiberglass laminate of a pool or spa, for thirty-five (35) years from the date of purchase.
- Five (5) year Cosmetic Warranty on the gel coat surface against discolouration, staining and fading due to defects in workmanship.

If the Pool or Spa, can not be repaired, Immerspa will replace the shell only. Labour, disposal, shipping, and the cost of materials, other than the shell are not covered, and remain at the expense of the Buyer. Replacement will be done on a prorated basis after an initial 5-year warranty period.



**OTHER PLUMBING.** Immerspa Inc. shall provide a limited two (2) year Warranty on Immerspa plumbing, including internal plumbing and spa jets. Defective components that are easily removed from the Spa and that can be replaced by the customer and that do not require specialized tools or knowledge are deemed “easily removed”. These components will be repaired or replaced, after sending these components to Immerspa at the sender’s expense.

**MECHANICAL EQUIPMENT.** The Warranty on mechanical equipment (pumps, heaters etc.) is for Parts Only. This limited warranty does not include pipe fittings, skimmer, inlet fittings, lights, waterfalls, covers or any other equipment that is attached to the Pool or Spa. Any other equipment such as filtration, pumps, motors, spa packs, etc. included in the installation of your Pool or Spa covered by individual manufacturer’s warranties and NOT covered by Immerspa Inc.

**COVER.** Warranty on the Custom Cover is for defects in the materials or workmanship but does not cover regular fading or wear. Please note that a reasonable amount of fading with time may occur. Mishandling the cover by using the zipper or straps to carry the cover will result in damage and is not covered under Warranty. Use the handles provided to avoid damaging the cover.

### **Limits of Liability**

In the event of a Warranty claim, Immerspa Inc. will make the determination of the cause of any alleged structural fault. Such determination shall include who caused the structural fault, be it Immerspa Inc., a Contractor or from some other cause.

In the situation of a “leak” or water loss, cause and effect of the source, i.e. leak detection for example, shall be at the sole discretion and expense of the homeowner or contractor and not Immerspa Inc. Once the source of the leak has been detected and determined to be a Warranty claim, Immerspa will cover the cost of parts and labor to rectify the leak. Immerspa will not be responsible for any of the costs of exposing such a leak.



**Limitations and Exclusions**

- This Warranty does not cover any repairs made by any persons or agencies other than Immerspa Inc.
- This Warranty does not cover excavation, or replacing or repairing of landscaping, necessitated by any repairs including but not limited to leaks, gel coat repairs or the entire replacement of the Pool or Spa.
- The Warranty does not extend to systems attached to the fiberglass pool not manufactured by Immerspa Inc., such as plumbing parts, electrical apparatus, and other ancillary systems, including any other structures or equipment installed by, or at the request of the Buyer.
- This Warranty does not cover the cost of water or chemical replacement if the Pool or Spa needs to be drained to do the repair.
- This Warranty does not cover fading of color, stains, bleaching or discoloration due to improperly maintained water chemistry to the surface of the Pool or Spa. **i.e., the use of Trichlor in a spa.** Please follow proper levels, as described in the manual. i.e:

Chemical	Level	Effect of Low Levels	Effect of High Levels
Chlorine	1.5 – 3 ppm	Hazy water, algae growth, bacteria causing infections.	Swimmer irritation, bleaching of the spa finish, clothes, hair, corrosive to heat exchanger, spa packs. Discolored drains and jets.
Bromine	2 – 4 ppm		
PH	7.4 – 7.6	Corrosive to heat exchanger, swimmer irritation.	Cloudy water, scaling or heat exchanger, reduced sanitizer effectiveness.
Total Alkalinity	80 – 120 ppm	Corrosive to heater exchanger. Large fluctuations in PH.	Scaling of heat exchanger.
Calcium Hardness	200-400 ppm	Corrosive to heat exchanger, swimmer irritation.	Scaling of heat exchanger.



- Discoloration or deterioration caused by abnormal use of the Pool, failure to follow the instructions in the Owner's Manual, or other negligence.
- Repairs made by any other party other than an authorized representative of the Manufacturer, or a contractor approved by Manufacturer.
- When a cosmetic or surface repair is performed by Manufacturer, potential; shade and/or color variance may be observable and will be deemed acceptable in satisfaction of this Warranty.
- The coping is not part of the Pool or Spa surface for Warranty purposes. Covariance's, crazing, mold marks, spider cracks, chips or other inherent blemishes in the Pool or Spa flange are not cause for rejection and are not covered by the Warranty.
- Immerspa Inc. understands that the independent contractor installing the pools will be covering the coping of the pool with suitable decking product and therefore the coping area are not covered under the terms of this Warranty.
- Immerspa Inc. makes NO WARRANTY on any concrete used in connection with said pool or spa. All concrete work in connection herewith shall be at owner's sole cost and expense and shall not be at the expense of Immerspa Inc.
- This Warranty does not cover damages caused or contributed by accident, abuse, improper installation, non-factory trained installation, exposure to fire or hazards of nature, including floods, ground faults, or shifting and setting of soil. This includes any act of God or occurrence that Immerspa Inc. has no control over.
- Except as expressly provided herein, there shall be no other Warranty or obligation, expressed or implied, oral, or statutory and in no event shall Immerspa Inc., it's agents or employees be liable for any injury or damage to any other person or for any claim of damage to any person, however arising.

**This Limited Warranty will be voided if the following occur:**

1. **The water level is allowed to drop below the skimmer outlet.** The spa or pool is designed to remain full of water at all times. Do not allow water to draw down below skimmer outlet. The shell may be damaged if the water is allowed to drop below skimmer outlet. **(Winterizing does not void the warranty, provided proper winterizing procedures are followed)**
2. **The Pool or Spa overflows.** The Pool or Spa shell may be damaged and separation from the concrete may occur if it overflows. Do not allow the Pool or Spa to overflow. Keep water level in the middle of the skimmer.



3. **Water runs into the Pool or Spa area.** Keep run off water away from the Pool or Spa area and hydrostatic (ground water) pressure down, or bulging may occur. Hydrostatic pipe must be installed during installation. Immerspa Inc. will NOT be held responsible for unforeseen problems or circumstances which arise from inadequate site drainage causing excessive hydrostatic pressure or incorrect deck installation.
4. **This Warranty is void if Pool or Spa is drained.**
5. **This Warranty is void if Pool or Spa is allowed to freeze.**

**Immerspa Inc., it's affiliates and their suppliers hereby disclaim and exclude any liability for any consequential or other damages resulting from use of the pool or spa for any reasons whatsoever. Excluding the limited Warranty provided above, Immerspa, it's affiliates and their suppliers, make no other Warranties, expressed or implied, and disclaim all Warranties, duties and conditions, with respect to the product, including without limitation any implied Warranties of merchantability, against latent defects, fitness for a particular purpose, or correspondence to description.**