

## **BUENOSPA LIMITED WARRANTY**

Our limited warranty extends only to the original customer, the purchaser of any BuenoSpa product manufactured on or after April 1, 2020, which product has been installed solely for the purposes of residential use in the United States of America or Canada (hereinafter the „Limited Warranty” or the “Warranty”). This Limited Warranty begins on the date of the delivery of the spa but in no event later than one (1) year from the date of manufacture. This Limited Warranty terminates prior to the expiration of the warranty period immediately upon any transfer of ownership of the spa, or if the spa is relocated to, or installed in a country other than the country of purchase.

- **7 (seven) years warranty on the shell structure**

Buenospa warrants the structural integrity of the spa shell against water loss due to defects in material or workmanship for 7 (seven) years.

- **5 (five) years warranty on the shell surface**

BuenoSpa warrants the interior acrylic surface of the spa against cracking, blistering or delaminating for 5 (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 activities including but not limited to improper installation, improper use of chemicals, improper introduction of foreign substances into the water, or failure to adequately protect the surface from exposure to the sun, other elements of the weather, or extreme temperatures. In the case of a defect, the acrylic surface repair is further limited to only to the defective portion of the surface and the repair is not guaranteed against discoloration or fading.

- **3 (three) years warranty on the spa cabinet**

Buenospa warrants the spa cabinet against defects in material or workmanship for 3 (three) 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.

- **1 (one) year no leak plumbing warranty**

Buenospa warrants the spa against leaks due to defects in material or workmanship for 1 (one) year. 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.

- **1 (one) year warranty on the control box and display module**

BuenoSpa warrants the display and control box of the spa against malfunctions and defects in material or workmanship for 1 (one) year. This Limited Warranty does not apply if the failure is caused by or contributed to by any of the activities including but not limited to 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 (one) year warranty on the equipment and components**

BuenoSpa warrants the components of the spa against malfunctions and defects in material or workmanship for 1 (one) year. This warranty of the spa specifically covers heaters, pumps, jets, water features, LED lighting, and diverters. This Limited Warranty does not apply if a failure is caused by or contributed to by any of the activities including but not limited to 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.

- **Other components**

Ozone bulb and the spa covers are warranted against malfunctions and defects in material or workmanship for 90 (ninety) days from the original date of the spa delivery. Headrests, pillows, filter cartridges, cover locks, tap and diverter grips, fuses, gaskets, or any other parts that can be changed without the use of a tool are not covered by this Limited Warranty. Notwithstanding the above the aforementioned items are warranted to be free from defects in material and workmanship at the time of delivery.

Any other spa components or accessories, which were not specifically mentioned here in this Limited Warranty are excluded from this Limited Warranty.

## **DISCLAIMER AND EXCLUSION**

This Limited Warranty is void if BuenoSpa or its designated representative determines that the spa has been subject to damage or failure due to improper installation of aftermarket parts that are not authorized BuenoSpa branded parts or accessories. Parts and accessories include but are not limited to filters, UV bulbs, ozone systems, water treatment systems, repair parts, and other accessories. This Limited Warranty is void if BuenoSpa or its designated representative determines that the spa has been subject to freight damage caused by the carrier, alteration, neglect, misuse or abuse, any accidental activity beyond the control of BuenoSpa, or any repairs, which 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 or chemical balance, or the use of improper cleaners.



This Limited Warranty provides no coverage for any item attached to, affixed to, or installed on the spa after the date of Manufacture. This Limited Warranty does not provide coverage for access to any component for repair or replacement free of charge. Any and all BuenoSpa product utilized in commercial setting, or industrial use is excluded from any warranty coverage. The spa owner acknowledges and accepts all liability for repair work performed by anyone other than authorized Bueno Spas or a designated representative.

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 BuenoSpa prior written consent, accident, misuse, abuse, commercial or industrial use, use of an accessory not approved by BuenoSpa, failure to follow BuenoSpa installation instructions or the spa manual, or repairs made or attempted by anyone other than an authorized representative of BuenoSpa. Alteration includes, but is not limited to, any component or plumbing change, electrical conversion or modification. 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.

TO THE EXTENT PERMITTED BY LAW, BUENOSPA SHALL NOT BE RESPONSIBLE FOR LOSS OF USE OF THE SPA OR OTHER INCIDENTAL OR CONSEQUENTIAL COSTS, EXPENSES, OR DAMAGES, INCLUDING BUT NOT LIMITED TO THE REMOVAL OF ANY DECK OR CUSTOM FIXTURE OR ANY COST TO REMOVE OR REINSTALL THE HOT TUB, IF NEEDED. BUENOSPA SHALL NOT BE RESPONSIBLE FOR CARTAGE, REMOVAL AND/OR REINSTALLATION-RELATED LABOR OR ANY OTHER ASSOCIATED COST INCURRED IN OBTAINING WARRANTY SERVICE. ALL COSTS FOR REMOVAL OR REINSTALLATION OF THE SPA, OR ANY COMPONENTS, ARE THE RESPONSIBILITY OF THE PURCHASER. IN NO EVENT, WILL BUENOSPA BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OF THE SPA, NOR FOR INJURY TO ANY PERSON, OR ANY CLAIM FOR DAMAGES ARISING FROM THE USE, INSTALLATION, OR REPAIR OF THE SPA, INCLUDING BUT NOT LIMITED TO, WATER OR SEWAGE COST, DAMAGES CAUSED BY IMPROPER USE OF CHEMICALS IN THE WATER, WATER DAMAGE TO SURROUNDING AREAS, ROOMS, FURNISHING, OR LANDSCAPING.

BUENOSPA 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 TO LOSS OF USE OF THE SPA OR THE COST OF REMOVAL OF THE DEFECTIVE PRODUCT EVEN IF BUENOSPA WAS ADVISED OF THE POSSIBILITY OF DAMAGE. THE LIABILITY OF BUENOSPA 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.

## **WARRANTY CLAIM**

To make a claim under this Limited Warranty, contact the BuenoSpa support team at [support@buenospa.com](mailto:support@buenospa.com).

In order to submit a claim you must provide the BuenoSpa support team with a written notice of the warranty claim, along with a copy of your original purchase receipt indicating the date of the purchase, as well as product plate information indicating the model name, the serial number, the configuration ID, immediately after you discover the defect or the malfunction but not later than 30 (thirty) calendar days from the time of your detection of the defect or the malfunction.

Upon discovering the defect or the malfunction you are obligated to protect the spa by all reasonable ways and means from further damage. BuenoSpa or its designated representative reserves the right to inspect the malfunction or the defect on the location of the spa. Allowing access to perform the inspection and/or the repair is the responsibility of the spa owner. In some cases, the servicing dealer or agent may charge you a reasonable travel and/or service charge that is not covered by this Limited Warranty. Please contact BuenoSpa support team for information regarding any such charges. Upon inspection, BuenoSpa support team, at its option, choose to return the spa to the factory for repair or shell replacement. If a return to the factory is required, the removal and the return of the defective spa to the factory as well as the delivery and reinstallation of the replacement spa will be the responsibility of the spa owner. Spa owners are not obligated to work with our service providers, who are approved by BuenoSpa and ascertained for such activity on a case by case basis by BuenoSpa, in connection with any inspection, repair, or including in the case of the preparation of the packaging for the shipping back to the factory. If your BuenoSpa support team member determines that the repair of the defect is not feasible, they reserve the right to provide a replacement spa instead of offering the repair option. In the case the spa is moved to a repair facility for repair or replacement, the cost of removal and reinstallation will be the responsibility of the spa owner.

## **LEGAL RIGHTS**

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

*Last updated in November 2020*