



## LIMITED WARRANTY

### CYANNA VALLEY COLD PLUNGE

Cyanna Valley Spas ("Cyanna Valley") warrants to the original consumer purchaser ("you") the following about your new Cyanna Valley Cold Plunge ("Cold Plunge") when purchased from Wayfair LLC ("Wayfair").

#### 1 YEAR | COLD PLUNGE SHELL STRUCTURE

The Cold Plunge shell structure is warranted against water loss due to defects in materials or workmanship for one (1) year.

#### 1 YEAR | COLD PLUNGE SHELL SURFACE

The acrylic Cold Plunge shell is warranted against cracking, blistering, or delaminating due to defects in materials or workmanship for one (1) year. Over time, certain kinds of acrylic can show fine lines, often referred to as "crazing" or "checking". These surface blemishes are cosmetic flaws and are not harmful to the integrity of your Cold Plunge shell.

#### 1 YEAR | COLD PLUNGE PLUMBING

Spa fittings and plumbing are warranted against leaks due to defects in materials or workmanship for one (1) year.

#### 1 YEAR | STANDARD EQUIPMENT, ELECTRONIC CONTROL SYSTEM, CIRCULATION PUMP AND CHILL/HEATER SYSTEM

The Cold Plunge equipment systems are warranted against failure due to defects in materials or workmanship for one (1) year.

#### 1 YEAR | OZONE GENERATOR

The ozone generator is warranted against failure due to defects in materials or workmanship for one (1) year.

#### 1 YEAR | LED LIGHTING

The factory installed L.E.D. lighting is warranted against failure due to defects in materials or workmanship for one (1) year.

#### 30-DAY | LIMITED CABINETS PARTS WARRANTY

Cyanna Valley warrants the cabinet to arrive at the original purchaser's location free from defects in material or workmanship. Any defects must be reported to Cyanna Valley via Wayfair Customer Service within 30 days of delivery of Cold Plunge to the original purchaser. If damage to the cabinet is sustained due to freight or delivery mishandling, these claims must be submitted to Wayfair directly and are not the responsibility of Cyanna Valley.

#### 30-DAY | LIMITED COVER WARRANTY

Cyanna Valley warrants the Cold Plunge cover to arrive at the original purchaser's location free from defects in material or workmanship. Any defects must be reported to Cyanna Valley via Wayfair Customer Service within 30 days of delivery of Cold Plunge to the original purchaser. If damage to the cover is sustained due to freight or delivery mishandling, these claims must be submitted to Wayfair directly and are not the responsibility of Cyanna Valley.

Cyanna Valley is not liable for, and does not cover under warranty, any costs associated shipping the cover to and from the manufacturing facility, if deemed necessary.

Damage to the Cold Plunge cover due to the following are not covered under this warranty:

- o Damage to the cover due to improper water chemistry, improper PH levels, excessive use of sanitizers or any other chemical that may dissolve or remain undissolved on the Cold Plunge shell, or the use of caustic cleaning solutions.
- o Foam core breakage or deterioration or torn vinyl from excessive weight (including from rain, water, snow, excessive heat, animals, or humans).
- o Foam core moisture absorption due to foam breakage or damage to plastic barrier.
- o Chaffing, scuffing, or worn holes from dragging or storing the cover against sharp objects.
- o Fading of vinyl and thread (fading is not considered a defect, but a naturally occurring circumstance due to normal chemical maintenance, exposure to the sun, and aging of the cover).
- o Torn handles (handles are for opening and closing the cover only; they are not designed to carry the cover).

#### 1 YEAR | COLD PLUNGE STEP

The step included with the Cold Plunge unit is warranted to be free of defects in materials and workmanship for a period of one (1) year.

#### LIMITATIONS APPLICABLE TO ALL WARRANTIES

##### Remedies

With respect to each of the individual warranties described above, Cyanna Valley will, in its sole discretion, either repair or replace the Cold Plunge unit or portion thereof subject to warranty free of charge. If Cyanna Valley decides to replace your entire Cold Plunge unit, Cyanna Valley reserves the right to provide a substitute model if your model is not available.

##### Extent of Warranty

This Warranty extends only to the Cyanna Valley Cold Plunge unit you purchased and installed within the country of purchase. Unless stated otherwise, this Warranty is valid from the date of delivery of your Cold Plunge unit. This Warranty terminates if the Cold Plunge unit is installed or relocated outside of the original delivery address. No warranty period will be extended if Cyanna Valley repairs or replaces your Cold Plunge unit or portion thereof.

##### Warranty Performance

To make a claim under this warranty, contact the Wayfair Customer Service department at [Wayfair.com/contactus](https://www.wayfair.com/contactus) within 30 days of receipt of your Cold Plunge. After 30 days you may submit a warranty claim via email to [customersrvc@cyannavalleyspas.com](mailto:customersrvc@cyannavalleyspas.com), include your serial number in the subject line of your email.

The servicing dealer may charge you a trip charge that is not covered by this warranty.



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#### Warranty Limitations

This Warranty does not cover any defects or damage due to: (a) transportation; (b) storage; (c) improper installation or use (including installations made by anyone other than an authorized representative of Cyanna Valley); (d) failure to follow the product instructions (including any failure to follow your Cold Plunge unit's Owner's Manual) or to perform any preventive maintenance; (e) alterations or modifications without Cyanna Valley's prior written consent; (f) use of a component or accessory not approved by Cyanna Valley; (g) unauthorized repair; (h) normal wear and tear; or (i) external causes such as accidents, abuse, misuse, or other actions or events beyond Cyanna Valley's reasonable control.

This Warranty also does not cover any of the following:

- Ground fault current interrupter (G.F.C.I.) nuisance tripping.
- Damage resulting from operating the water temperature outside the range of 40° F to 104° F for any reason.
- Shell surface damage or discoloration resulting from improper water chemistry, improper PH levels, excessive use of sanitizers or any other chemical that may dissolve or remain undissolved on the shell surface, or the use of caustic cleaning solutions.
- Damage to any and all components (including pumps, valves, control circuits, and any related component) that come in contact with water due to any type of improper chemical balance.
- Damage caused by excessive exposure of the shell surface or its components to the sun with no water in the unit (cover must be kept on the unit at all times when not in use – filled or empty).
- Consequential damages of any kind (including failure of any component part in the unit) caused by freezing.
- Your initial installation costs.
- Cost of removal or reinstallation of the unit or its components.
- Cost of freight or delivery of the unit to or from the dealer or manufacturer.
- Leaking unions at pump and heater
- Any Cyanna Valley unit that is permanently enclosed within a room or surrounding structure, or that is installed in an in-ground application, without providing adequate access and ventilation.
- Any Cyanna Valley unit that is used for a commercial or industrial application.

#### Disclaimers

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

CYANNA VALLEY HEREBY LIMITS THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO ONE YEAR.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

CYANNA VALLEY'S RESPONSIBILITY FOR DEFECTIVE SPAS IS LIMITED TO REPAIR OR REPLACEMENT AS DESCRIBED ABOVE IN THIS WARRANTY.

#### Limitation of Liability

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND CYANNA VALLEY'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. CYANNA VALLEY'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE SPA, NOR SHALL CYANNA VALLEY UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT (INCLUDING, WITHOUT LIMITATION, DAMAGE OR REMOVAL OF LANDSCAPING, DECKING, GAZEBOS, OR OTHER PROPERTY, OR THE COST TO REMOVE OR REINSTALL THE SPA, IF NEEDED).

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.



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