

# Manufacturer's Limited Warranty for Pinnacle Premium Spas

## Spa Warranty Policies and Procedures

Important Notice: The following are not actual warranties, but detailed descriptions of our warranty policies and procedures. Certain exclusions and disclaimers may apply to these descriptions. Be sure you read and understand the spa warranty. These policies and procedures are subject to change at any time and without notice. Throughout this document, Pinnacle Premium Spas shall be referred to as the "MANUFACTURER". Each spa warranty is given to the original consumer only and terminates upon transfer of ownership. Any commercial applications are excluded from all warranties.

## Labor Warranty

Labor is described as the work completed by a technician. MANUFACTURER will be responsible for the costs associated for labor for all warranty repairs for three (3) years from the original date of purchase, not to exceed 39 months from the MANUFACTURER'S original ship date. THIS WARRANTY IS GIVEN TO THE ORIGINAL CONSUMER AND TERMINATES UPON TRANSFER OF OWNERSHIP. COMMERCIAL APPLICATIONS ARE EXCLUDED FROM THIS WARRANTY. It is the responsibility of the spa owner to ensure that the spa is accessible for repairs. MANUFACTURER is not responsible for any cost associated with making spa accessible for repairs. If parts are required for repair, MANUFACTURER is not responsible for the cost of shipping of parts under the terms of this warranty agreement.

## Warranty Procedures

THE PINNACLE PREMIUM SPAS WILL WORK TOWARD RESOLVING YOUR WARRANTY REQUEST AS QUICKLY AS POSSIBLE. TO ENSURE THE EFFICIENT PROCESSING OF YOUR WARRANTY CLAIM, PLEASE FOLLOW THESE STEPS:

1. The MANUFACTURER relies upon the dealer to assist in warranty claims and how best to work toward the consumer's satisfaction. Consumers with questions concerning a claim should call their dealer for assistance.
2. To determine the validity of a warranty claim, the dealer may need to submit to Pinnacle Premium Spas the proof of purchase, photographs of the spa, wiring configurations, components and the surrounding area where the spa is supported. Pinnacle Premium Spas will determine the proper solution for repairing the spa. Warranty requests must include the following information:

\* Spa Model            \* Name & Address            \* Spa Serial Number            \* Phone number of Dealer            \* Date of Delivery  
\* Dealer Name            \* Date of Installation            \* Date of Purchase            \* Photographs of the area of concern            \* Thorough Description Problem

MOST OF THIS INFORMATION IS ON THE ORIGINAL PURCHASE INVOICE.

3. Upon receipt of all of the requested information, Pinnacle Premium Spas will evaluate it and decide how the claim will be resolved. Repair or replacement is at the MANUFACTURER'S discretion. In all situations, a repair is considered the appropriate course of action. If the spa cannot be repaired in the field and must be returned to the factory, approval must be obtained from Pinnacle Premium Spas. Cost for removal of the defective spa, delivery and installation of the replacement spa are the responsibility of the consumer and will not under any circumstances be covered by the MANUFACTURER. It is the responsibility of the spa owner to ensure that the spa is accessible for repairs. MANUFACTURER is not responsible for any cost associated with making spa accessible for repairs. If parts are required for repair, MANUFACTURER is not responsible for the cost of shipping of parts under the terms of this warranty agreement.
4. Partial documentation submissions will not be considered and do not constitute filing a warranty claim. MANUFACTURER is not responsible for delays caused by failure to submit all of the information in a timely manner.

## Surface Warranty

The spa surface is defined as the exposed material finish. The MANUFACTURER warrants the spa surface to be free from defects in material and workmanship, such as blistering, cracking, or delamination, under normal use and maintenance for a period of five (5) years from the original date of purchase, not to exceed 63 months from the MANUFACTURER'S original ship date.

The spa must be placed on a level concrete slab sufficiently engineered to support the entire length and width of the spa when filled to capacity. Standard building practices must be followed. Damage caused by failure to have a properly leveled and supported foundation under the spa is not covered under warranty. The MANUFACTURER does not warrant against problems associated with prolonged standing water, prolonged exposure to sunlight and/or use of any sanitation or ozone system not approved by the MANUFACTURER. Damage to the spa surface caused by leaving the spa uncovered and/or empty of water with direct exposure to sunlight will terminate this warranty. Any alteration to any system, including but not limited to electrical, plumbing, or mechanical, improper water chemistry, or any other problems caused by any external source are not covered under warranty. Other exclusions may apply. Normally, problems associated with material and workmanship can and will be repaired. If the spa surface is repaired, the repair is limited to the affected area only, and there is no guarantee against discoloration or fading. The decision to repair will be made by the MANUFACTURER and its field representative after review of the facts, pictures, or any other data presented by the dealer or the consumer. In all cases, pictures of the affected area and foundation of the spa must be provided before any decisions to repair or replace will be made. In the unlikely event a spa is replaced, all warranties (including but not limited to shell, acrylic, equipment and plumbing) date back to the original date of purchase. If it is determined that the shell is to be replaced, the same conditions and terms as outlined in the shell warranty section apply. It is the responsibility of the spa owner to ensure that the spa is accessible for repairs. MANUFACTURER is not responsible for any cost associated with making spa accessible for repairs. If parts are required for repair, MANUFACTURER is not responsible for the cost of shipping of parts under the terms of this warranty agreement.

## Structural Support Warranty

The MANUFACTURER warrants the structural support to be free from defects in material and workmanship under normal use and maintenance for a period of five (5) years from the original date of purchase, not to exceed 63 months from the MANUFACTURER'S original ship date. Damages to the spa structure and frame, including but not limited to dry rot that occurs as the result of failure to reinstall or replace damaged cabinet, wet rot that is occurs as the result of prolonged exposure to standing water, damage that occurs as the result of relocation after initial installation, insect or rodent damage, neglect, misuse, abuse, improper care or maintenance, or Act of God will not be covered under this warranty. This is not an all inclusive list. The spa must be placed on a level concrete slab sufficiently engineered to support the entire length and width of the spa when filled to capacity. Standard building practices must be followed. Damage caused by failure to have a properly leveled and supported foundation under the spa is not covered under warranty. Any alteration or any other problems caused by any external source are not covered under warranty. Normally, problems associated with material and workmanship can and will be repaired. If the spa structure and frame are repaired, the repair is limited to the affected area only. The decision to repair will be made by the MANUFACTURER and its field representative after review of the facts, pictures, or any other data presented by the dealer or the consumer. In all cases, pictures of the affected area and foundation of the spa must be provided before any decisions to repair or replace will be made. In the unlikely event a spa is replaced, all warranties (including but not limited to shell, acrylic, equipment and plumbing) date back to the original date of purchase. If it is determined that the structural frame is to be replaced, the same conditions and terms as outlined in the structural frame warranty section apply. It is the responsibility of the spa owner to ensure that the spa is accessible for repairs. MANUFACTURER is not responsible for any cost associated with making spa accessible for repairs. If parts are required for repair, MANUFACTURER is not responsible for the cost of shipping of parts under the terms of this warranty agreement.

### **Components Warranty**

The components may be defined as the electrical items (i.e., pumps, equipment packs, heaters, topside, etc.) The MANUFACTURER warrants all components to be free from defect in material and workmanship for five (5) years, not to exceed 63 months from the MANUFACTURER'S original ship date. This is a full warranty for the first three (3) years and shall be prorated for the remaining period with the original owner responsible for the following percentages of the replacement or repair: 50% for year 4, and 75% for year 5. THIS WARRANTY IS GIVEN TO THE ORIGINAL CONSUMER ONLY AND TERMINATES UPON TRANSFER OF OWNERSHIP. COMMERCIAL APPLICATIONS ARE EXCLUDED FROM THIS WARRANTY.

Some factory installed components including, but not limited to the ozonator, salt system, jet faces, skirting, blowers and related components, mister, lighting, the spa cover and pillows are warranted to be free from defects in materials and workmanship for one (1) year from the MANUFACTURER'S original ship date. Audio and video components, speakers and related parts are warranted to be free from defects in materials and workmanship for six (6) months from the MANUFACTURER'S original ship date. Some items, including, but not limited to pump seals are a maintenance item and are covered for manufacturing defects only. Damage caused by weather, poor water chemistry, standing water and/or improper maintenance will not be covered under this warranty. Alterations or replacement of components installed in the spa that are not purchased and/or approved by the MANUFACTURER will terminate the spa warranty. It is the responsibility of the spa owner to ensure that the spa is accessible for repairs. MANUFACTURER is not responsible for any cost associated with making spa accessible for repairs. If parts are required for repair, MANUFACTURER is not responsible for the cost of shipping of parts under the terms of this warranty agreement.

### **Plumbing Warranty**

The plumbing may include all piping, jets and valves. The MANUFACTURER warrants all plumbing parts to be free from defect in material and workmanship for three (3) years, not to exceed 39 months from the MANUFACTURER'S original ship date. This is a full warranty for the first three (3) years and shall be prorated for the remaining period with the original owner responsible for the following percentages of the replacement or repair: 50% for year 4, and 65% for year 5. THIS WARRANTY IS GIVEN TO THE ORIGINAL CONSUMER ONLY AND TERMINATES UPON TRANSFER OF OWNERSHIP. COMMERCIAL APPLICATIONS ARE EXCLUDED FROM THIS WARRANTY.

Jet internals, valve and diverter handles are not covered under this warranty. Damage caused by weather, poor water chemistry, standing water, and/or improper maintenance will not be covered under this warranty. It is the responsibility of the spa owner to insure that the spa is accessible for repairs. MANUFACTURER is not responsible for any cost associated with making spa accessible for repairs. If parts are required for repair, MANUFACTURER is not responsible for the cost of shipping of parts under the terms of this warranty agreement.

### **Components and Plumbing Warranty Procedures**

PINNACLE PREMIUM SPAS WILL WORK WITH THE DEALER TO MAKE THE PROCESS AS EASY AS POSSIBLE. FOR FAST & EFFICIENT PROCESSING OF COMPONENTS AND PLUMBING CLAIMS, PLEASE FOLLOW THESE STEPS:

1. Your dealer & Pinnacle Premium Spas must determine whether or not damage is due to MANUFACTURER'S defect. If the damage is due to MANUFACTURER'S defect, the MANUFACTURER will warrant the defective part during the warranty period. This does not include any travel or trip charges, troubleshooting or diagnostic charges. Consumers living outside the technician's travel area need to be aware that trip charges are their responsibility.
2. Dealer must return for defective parts to receive credit for replacement parts supplied by Pinnacle Premium Spas for the repair.
3. To be considered for reimbursement, warranty claims must be submitted within 45 days of parts shipment and include proof of delivery for returned parts.
4. Pinnacle Premium Spas will process warranty claim(s) within fifteen (15) working days (if claim is received in the proper time frame and all required information is submitted with the claim). Processing of claims submitted late or without the proper documentation will be delayed. It is the responsibility of the spa owner to ensure that the spa is accessible for repairs. MANUFACTURER is not responsible for any cost associated with making spa accessible for repairs. If parts are required for repair, MANUFACTURER is not responsible for the cost of shipping of parts under the terms of this warranty agreement.

### **Items Not Covered Under the Warranty**

The following is a general overview of non-warranty items and work. This is NOT an all-inclusive list.

- \* Shipping Charges
- \* Diagnostic Services
- \* Chemical Abuse
- \* Valve Handles
- \* Light bulbs of any kind
- \* Seals
- \* Filters
- \* Acts of Nature
- \* Wear and Tear
- \* Travel Charges
- \* Filling
- \* Making Spa Accessible
- \* Fuses
- \* Draining
- \* Damage caused by improper installation
- \* Removal and/or Replacement
- \* Any part not purchased from Pinnacle Premium Spas

Fuses, valve handles, cabinet finish, and filters are warranted to be free of defects in workmanship and materials at the time of delivery. Any alterations that have not been PRE-APPROVED by the MANUFACTURER will void all warranties. If an alteration is approved by the MANUFACTURER, it is the consumer's responsibility to verify that the alteration is covered under warranty. Not all every service request is considered a warranty call. For example, moving the tub to access the problem is not considered a warranty call.

The MANUFACTURER understands that some problems take longer than the allowed time to correct. An authorization number will be required to extend warranty coverage for service calls requiring additional time. If you need re-authorization from the MANUFACTURER, a detailed description must be included with the warranty claim for approval.

### **Limitations**

The Pinnacle Premium Spas warranty is terminated if the spa has been subject to alteration, misuse, or abuse. Misuse or abuse is defined as but not limited to: use of spa in non-residential situations, water temperatures outside the ranges of 32 to 110°F (0 to 43° C), damage caused by clogged or dirty filters, damage caused by the absence of a hard cover, damage caused by failure to adequately maintain water chemistry, use of any type of acid, water left standing, or chemical imbalance. The spa owner is required to provide adequate access to the spa for any repairs or inspections. This warranty is terminated if any extra components area installed without the MANUFACTURER'S prior approval and consent or if any repairs have been attempted or made by anyone who has not received prior authorization from Pinnacle Premium Spas.

### **Disclaimer**

Your sole and exclusive remedy and the MANUFACTURER'S entire liability, if any, is limited to repair or replacement of the defective part, at the MANUFACTURER'S discretion, in accordance with the terms of this limited warranty. There are no additional warranties, express or implied, which extend beyond the terms of this written warranty. Pinnacle Premium Spas makes no warranty of merchantability of the goods or the fitness of goods for a particular purpose. No agent, dealer, service company, technician or other parts representative is authorized to change, modify, or extend the terms, make any promise of performance or make any other representation including implied warranties for merchantability and fitness for a particular purpose as well as non-infringement in any manner what so ever that are not included in the written warranties that accompany each Pinnacle Premium Spa.

The MANUFACTURER'S liability, if any, shall not exceed the original amount paid for the original product. Under no circumstance shall the MANUFACTURER or any of its representatives be liable for injury, loss, injury to person or damage to property, however arising, including indirect, punitive, special, incidental or consequential costs, expenses or damages, which may include, but are not limited to, loss of use, water damage, the removal of a permanent deck or other custom fixture whether the claim for such injury, loss, or damage is based on breach of contract, breach of warranty or tort, even if the MANUFACTURER has previously been advised of the possibility of damages.

This limited warranty gives you specific legal rights and you may have other rights which vary from state to state. Any disputes arising from the purchase of a Pinnacle Premium Spa or this warranty are governed by the laws of the State of Tennessee.