

WARRANTY

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. The following warranties (Warranty) are offered by Cape Spas Pty Ltd ABN 85675024183 to the original purchaser in addition to the guarantees provided under the Australian Consumer Law in relation to Cape Spas products ("Products") purchased from authorised Cape Spas retailers in Queensland only. This additional warranty applies subject to the conditions and exclusions below, and in addition to any compulsory statutory warranties which may apply to this product.

10 Year Structural Warranty

Cape Spas Pty Ltd warrants the fibreglass structure of the spa shell against failure in structural integrity and water loss due to faulty workmanship or materials for a period of 10 years, subject to the limitations, conditions and exclusions expressed in this warranty.

2 Year Acrylic Warranty

Cape Spas Pty Ltd warrants the acrylic spa surface against blistering, cracking and delamination for a period of 2 years. This warranty does not cover damage, spider cracks, staining, fading, blistering or discolouration to the acrylic surface caused by excessive heat, exposure to the sun or incorrect chemical use. The spa hard cover on its own is not suitable coverage from the sun.

2 Year Heater Warranty

Cape Spas Pty Ltd warrants spa heaters (non-heat pump) for a period of 2 years against defects in materials and workmanship. Heater elements and temperature sensors are not covered if the damage is caused by foreign matter or corrosion due to incorrect chemical use. After 1 year this warranty is limited to the supply of replacement parts and excludes labour. Please note, heater and heat sensor issues are most commonly caused by incorrect water maintenance or chemical use which cause corrosion of these parts.

2 Year Equipment Warranty

Cape Spas Pty Ltd warrants pumps (including heat pumps), control touch pad and the electronic control unit against defects in workmanship and materials for a period of 2 years. After 1 year this warranty is limited to the supply of replacement parts and excludes labour. Stereos, speakers, WIFI and ozone units are limited to 1 year warranty.

2 Year Plumbing Warranty

Cape Spas Pty Ltd warrants all plumbing fittings and pipework against leakage for a period of 2 years.

1 Year Jet Warranty

Cape Spas Pty Ltd warrants jet faces and fittings for a period of 1 year against defects in materials and workmanship. Bearings are considered a replaceable service item and are not covered nor is damage to jets caused by foreign matter or corrosion due to incorrect chemical use. Jet faces must be returned to your local Cape Spas dealer for inspection and replacement and this warranty is limited to the supply of parts only.

1 Year Cabinet Warranty

Cape Spas Pty Ltd warrants cabinet against faulty workmanship and materials for 1 year. Always ensure your spa is not

positioned in direct sunlight as this warranty does not cover fading, weathering and any damage or warping caused by excessive heat and exposure to the sun.

Other Warranties

Filter compartments and spa covers are warranted for 1 year against defects in materials and workmanship. Items damaged by incorrect chemical use are not covered under this warranty. Replaceable service items such as jet trims and fittings, waterfall fittings, LED lights, suction intake covers, diverters and air controls, headrests, fuses, filter lids and filters are not covered unless faulty at the time of delivery.

Conditions & Exclusions

This additional warranty will be made void if the following occurs:-

01. There are ground movements which effect the spa;
02. There is a failure to handle the spa properly during installation;
03. There is a failure to install the spa on a suitable hard level surface;
04. There is damage due to misuse, neglect or improper chemical use including unapproved chemicals such as Bromine or Tri-chlor.
05. There is grit or other foreign materials in the water, plumbing and / or pump(s);
06. The spa is run at temperatures exceeding 40 degrees celcius;
07. There is any unauthorised maintenance, repairs, alterations or modifications;
08. There is failure to provide a separate and independent electrical circuit;
09. The wiring and installation is carried out by someone other than a qualified electrician;
10. There is use of an extension lead;
11. There is failure to strictly follow manufacturers requirements and specifications;
12. The spa shell has been exposed to the sun or excessive heat;
13. The filters or pipework are dirty or clogged;
14. There are termites, pests, acts of god, other acts of force majeure or events outside the control of Cape Spas Pty Ltd;
15. There is electrical blowout, voltage spikes or operation at 10v above or below 240v;
16. There is damage caused by third party contractors, including but not limited to cracks or damage to driveways, turf and other surfaces.
17. The spa is moved from its original position by unauthorised or unqualified people; or
18. The spa is used for commercial purposes.

Coverage of Warranty

Cape Spas Pty Ltd extends this warranty to all new Cape Spas purchased from an authorised Cape Spas authorised dealer. The benefit of this warranty cannot be transferred or assigned and is only valid whilst the spa is owned by the original purchaser. Warranty for discounted spas purchased as a demo, display or 'scratch and dent' excludes 'Acrylic Warranty', Cabinet Warranty' and 'Other Warranties' listed above.

The choice to repair or replace a defective part or spa is at the sole discretion of Cape Spas Pty Ltd. In the unlikely event a spa replacement is required, the spa will be replaced with the same model, however specifications are subject to change. If the model is no longer available, a store credit will be issued to the value of the original purchase. If an on-site inspection or repairs are required, the purchaser is responsible for providing full access to the spa for a warranty service. If the purchaser requests an on-site inspection or repair from the dealer whom the spa is purchased from, or by a service agent other than the dealer that the spa was purchased from, the customer will be charged for travel time, transport costs, on-site labour and parts if it is found that the issue is not covered by this warranty.

Limitations

To the full extent permitted by the laws in Australia, Cape Spas Pty Ltd, its dealers, or employees will not in any event be liable for any indirect, special, incidental, or consequential damages including but not limited to loss of use, loss of data, loss of business or profits. In no event will Cape Spas, its dealers, or employees, be liable for injury to any person, however arising. The warranty expressions specified exclude any other implied or oral undertakings. Cape Spas does not accept any responsibility or liability for any advice taken around local council regulations including but not limited to building consents, resource consents and/or spa and swim spa fencing requirements. Any information provided is general and is not intended to address your specific circumstances. All enquiries should be directed to and checked with the local council. Cape Spas will not be liable for costs associated with but not limited to building alterations, removal costs, delivery costs, or labour costs associated with the replacement of a spa. The warranty periods commence from the date at which the spa was delivered.

Warning

It is the owner's responsibility to ensure regular inspections inside the cabinet, specifically the checking of pumps, tightness of barrel unions, ozone and UV systems are performed regularly, along with proper chemical maintenance as directed by your Cape Spas dealer. Weekly maintenance is required to ensure your spa water is well balanced. Do not position spa in direct sunlight and do not leave your spa uncovered when not in use. Store in shaded area if not being installed immediately. Use of chemicals or products other than those approved and sold by Cape Spas dealers may void warranty. Failure to adhere to these requirements may void your warranty.

Claims Procedure

If any defects appear or occur and to make a claim under this additional warranty, please provide notice in writing to the dealer you purchased the Cape Spa from within 7 days of such defect. The online claim form or notice must include the exact nature of the defect, the circumstances in which it was noticed, proof of purchase and delivery date, a photograph of the serial plate, a photograph showing the whole spa and photographs of the defect. Please be aware that warranty claims can take up to 28 days to be processed. Once a claim has been approved, subject to parts availability we aim to resolve issues within 90 days.

Cape Spas Pty Ltd

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