



# WARRANTY

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CASA BLU

## PRODUCT WARRANTY

### 1. General Terms

1.1 In accordance with these provisions, the seller guarantees that the Casa Blui product covered by this guarantee ("the Product") is free from any lack of conformity at the time of delivery.

1.2 The guarantee term for the Product is two (2) years, starting from the date of delivery to the purchaser.

1.3 In the event of a lack of conformity of the Product, and if the purchaser notifies the seller of such defect during the Guarantee Period, the seller is obliged to repair or replace the Product at its own expense, at a location it deems convenient, unless this is impossible or disproportionate.

1.4 When it is not possible to repair or replace the Product, the purchaser may request a proportional reduction of the purchase price or, if the lack of conformity is sufficiently significant, the termination of the sales contract.

1.5 Parts repaired or replaced under this guarantee will not extend the original guarantee term of the Product, although they will carry their own guarantee.

1.6 In order for this guarantee to take effect, the purchaser must provide proof of the acquisition and delivery date of the Product.

1.7 Whenever the purchaser claims that the Product does not conform, the origin and existence of the reported defect must be proven by the purchaser.

1.8 This Guarantee Certificate does not limit or prejudice the rights corresponding to consumers under national mandatory standards.

### 2. Individual Terms

2.1 This guarantee covers the following Casa Blui products and product ranges: Acrylic Hot tubs, Stainless Steel Hot tubs, Cold Plunges and Saunas, for both public and private use.

2.2 This Guarantee Certificate is exclusively applicable in countries of the United States of America.

2.3 For this guarantee to be effective, the purchaser must strictly follow the Manufacturer's Instructions included in the documentation provided with the Product. Such documentation may vary depending on the range and model of the Product.

2.4 When a schedule is provided for the replacement, maintenance, or cleaning of certain parts or components of the Product, the guarantee will only remain valid if this schedule has been correctly followed.

2.5 The manufacturer of the Product extends the guarantee of SPAs from the third to the tenth year for the acrylic surface, and from the third to the fifth year for the metallic structure. This Guarantee Extension is voluntary and is governed by the following terms:

2.5.1 Coverage of the Guarantee Extension by the Manufacturer: In the event of a defect or lack of conformity in the acrylic surfaces, the glass mosaic tiles (excluding the pointing), or the metallic structure, the manufacturer will repair or replace the Spa at its discretion.

2.5.2 In the case of repair, all labour and travel expenses will be borne by the purchaser.

2.5.3 The guarantee extension offered by the manufacturer from the third year does not imply nor assume the extension of the legal guarantee granted by the seller during the first two years.

2.5.4 The warranty extension is subject to the same limitations and exclusions that apply to the original warranty.

2.6 In the event of replacement, all freight charges or expenses for transportation to and from the factory, removal or reinstallation of the Product, and installation of spare parts will be borne by the purchaser.

2.7 The manufacturer is not liable for any damages and/or expenses resulting from downtime, delays, or material costs incurred during the replacement or repair of the Products.

2.8 The manufacturer does not authorize any other parties to extend guarantees regarding its products, nor is it bound by any unauthorized guarantees granted in connection with the sale of its Products.

**2.9** Requests for manufacturer service during the guarantee extension period must be made through the seller or installer who supplied the Product to the purchaser.

### **3. Limitations**

**3.1** This guarantee applies exclusively to sales made to end users.

**3.2** No guarantee is provided for normal wear resulting from use of the Product. Regarding parts, components, and/or expendable equipment such as sand, rings, light bulbs, ozonizers, pneumatic push buttons, etc., the documentation accompanying the Product will apply, as the case may be.

**3.3** The guarantee does not cover cases of incorrect installation or start-up unless such installation or start-up is included in the Product's sales contract and has been carried out by the seller or under the seller's responsibility. These cases are covered by the installer or seller who performed the installation.

**3.4** The installer, acting on behalf of the seller or user, is responsible for inspecting the Product and verifying that it is in good condition, free of defects or damages, before installation. The guarantee will not be valid if the Product is installed without this inspection.

**3.5** The installer, acting on behalf of the seller or user, is also responsible for ensuring that the Spa operates correctly once installed, in order to confirm proper installation and water-tightness. The guarantee will not be valid if this verification is not carried out.

**3.6** The guarantee does not cover time spent inspecting the Product when no defects are found. Damages or faults caused by force majeure, natural causes, or external factors unrelated to the Product—such as anomalies in power supply or water pressure—are not covered.

**3.7** The guarantee does not cover damage caused by negligence, incorrect use, or by the lime content, salts, or impurities present in the water.

**3.8** The following cases are excluded from the guarantee:

**3.8.1** The Product has been incorrectly installed or started up, resulting in damages or faults caused by installation or handling errors, or incorrect positioning, including:

- Incorrect placement and/or sloping base.
- Installation in an excessively damp location.
- Failure to maintain a half-metre safety perimeter around.
- Lack of access to the components of the Product, or failure to install an access panel in built-in spas for servicing hidden areas.
- Failure to test the Product in full operation after installation.
- Failure to follow instructions regarding the configuration of pipes, standard circuits, and minimum/maximum installation distances.
- Failure to follow instructions regarding electrical installation, voltage, and circuits.
- Failure to adequately protect the Product with a cover during rest periods.

**3.8.2** The guarantee does not cover cases in which the Product has been inspected, repaired, maintained, or handled by an unauthorized person without the manufacturer's knowledge, particularly in the following circumstances:

- Damage or faults totally or partially caused by modifications to the circuit or standard design.
- Damages or faults resulting from failure to follow the instructions provided in the instruction manual.

**3.8.3** The guarantee does not cover cases where the Product has been repaired or maintained using non-original spare parts.

**3.8.4** The guarantee does not cover cases where the Product has been improperly handled, including but not limited to:

- Damage or faults in the Spa or Cold Plunge caused by exposure to temperatures below 0°C (32°F) or above 40°C (104°F), or by failure to protect them against weather conditions as indicated in the Manual.
- Damage or faults caused by knocks or impacts.
- Damage or faults resulting from chemical corrosion due to improper water maintenance, the use of unsuitable chemical maintenance products, or abrasive cleaning products.
- Damage or faults caused by general neglect in maintenance.
- Damage or faults caused by insufficient water levels below the marked limit and/or unsuitable water temperatures.
- Damage or faults caused by re-packaging for transport.

**3.8.5** The guarantee does not cover cases where the Product has been used for purposes other than those for which it was designed, or for uses and services not provided. The Product must be used strictly according to the public or private purpose for which each model is intended.

**3.8.6** For SPAs supplied with a cover, the warranty does not cover inappropriate use or the following situations:

- Damages caused by chemical treatment of the water or by the cover coming into contact with chemical products.
- Damages caused by improper installation or during transportation from the dealer to the purchaser.
- Damages resulting from inappropriate use, abuse, negligence, natural disasters, accidents, or alterations (such as cover lifts, animals, excessive wind, or excessive weight).

**3.9** The Seller is responsible for identifying the applicable local legal regulations and informing the builder, installer, and/or user at the time of purchase. The Manufacturer is not responsible for covering any costs related to modifying or adapting the Product to meet specific requirements, if any, once the Product has been ordered.

**3.10** The fitter or builder working on behalf of the user must ensure that a safety perimeter of half a metre is maintained around the Spa. This is required to provide access to the equipment area allowing servicing of hidden areas.

The base on which the Spa is placed must be designed to support its full weight during operation. It must also include drainage to ensure that overflow water or accidental leaks can be evacuated without issues.

Since there is a risk of flooding with this equipment, the Spa must be installed in an area designed for draining away runoff or leaking water (whether from below or from overflowing) that may occur during use or due to potential leakage.

The enclosure where the Spa is located must be designed to withstand condensation and dampness. Any decoration around the Spa (at least one metre surrounding it) must be water-resistant.

Any costs incurred due to non-compliance with these instructions will be borne exclusively by the fitter or builder working on behalf of the user.

### **3.11 Responsibility During Transport**

Damage caused during transport of the Product is the responsibility of the carrier. The user or installer must open the packaging and carefully inspect the Product at the time of delivery.

Any defect found must be reported immediately to both the seller and the forwarding company, through a written reservation noted on the delivery slip.



# CASA BLUI

Casa Blui  
Operational Headquarters:  
Miami, Florida, USA  
Phone (+1) 305 701 4029  
[sales@casablui.com](mailto:sales@casablui.com) / [www.casablui.com](http://www.casablui.com)