

WARRANTY CERTIFICATE

CASA BLUI

PRODUCT WARRANTY

1. General Warranty Terms

1.1 In accordance with these provisions, the Seller guarantees that the Casa Blui Product covered by this warranty ("the Product") is free from any lack of conformity referring to the Product's condition after the Product has been delivered and accepted.

1.2 The Product, including its standard operating components, is covered for two (2) years from its date of delivery to the Buyer. Accessories are covered for one (1) year from the date each accessory is delivered. An Accessory is an optional item supplied with or separately from the Product that supplements its use but is not part of its operating system. An item is not an Accessory merely because it can be removed or replaced.

1.3 The Buyer must notify the Seller of a defect during the warranty period. the Seller will assess the claim. For a claim covered by this warranty, the Seller will arrange and pay for repair or replacement of the Product. The Seller may seek reimbursement from a carrier or installer responsible for the damage separately; doing so will not delay the Buyer's warranty remedy.

1.3.1 This obligation applies whenever the lack of conformity has been notified and documented on a timely manner and providing all possible evidence of it.

1.3.2 This obligation **ONLY** applies in the case of manufacturing defects and/or damage to the Product sustained in storage, transport or installation.

1.4 When it is not possible to repair or replace the Product, the Buyer 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 Repair or replacement of a covered component does not restart or extend the Product's original warranty period. The repaired or replaced component remains covered for the remainder of the warranty period that applied to it before the repair or replacement. Any additional warranty offered for that component will be provided to the Buyer in writing.

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

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

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

2. Product-Specific Terms

2.1 This warranty covers the following Casa Blui Products and Product ranges: Acrylic Hot tubs, Stainless Steel Hot tubs, Cold Plunges and Saunas.

2.2 This warranty Certificate is exclusively applicable within the territory of the United States of America.

2.3 For this warranty to be effective, the Buyer 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 Where the written instructions supplied with the Product prescribe a replacement, maintenance, or cleaning schedule, the Buyer must follow that schedule. Failure to do so excludes coverage only for a defect or damage caused by the missed maintenance. For maintenance, replacement, and cleaning schedules, this clause governs how a missed requirement affects coverage.

2.5 For a claim covered by this warranty, the Seller will pay the costs of the repair or replacement it authorizes, including necessary parts, labor, freight, transportation, and reinstallation. The Buyer is responsible for the cost of removing the Product from its installation when removal is necessary. If the Buyer requests a replacement that is not covered by this warranty, the Seller will provide an estimate of the replacement and all related costs for the Buyer's approval before any work begins.

2.6 The Seller is not responsible for delays or additional costs to the extent directly caused by the Buyer's failure to provide information reasonably needed to assess the claim, provide access to the Product, or be available for an agreed service appointment. The Seller will tell the Buyer what is needed and give the Buyer a reasonable opportunity to comply.

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

2.8 Requests for manufacturer service during the warranty period must be made through the Seller or contractor who supplied the Product to the Buyer. Direct contact with the manufacturer is only acceptable in case the company that supplied the Product to the Buyer has ceased to exist.

3. Limitations

3.1 This warranty applies exclusively to sales made to end users.

3.2 Normal wear is not covered, including the expected depletion of items designed for routine replacement under the Product's maintenance instructions. A component is not excluded solely because it is replaceable. A defect covered by Section 1.3 remains covered for the applicable warranty period.

3.3 The warranty 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 service provider who performed the installation.

3.4 The installer, acting on behalf of the Buyer or Seller, is responsible for inspecting the Product and verifying that it is in good condition, free of defects or damages, before installation. If the mandatory pre-installation checklist is not submitted and approved before installation, claims related to the pre-installation conditions or requirements addressed by that checklist will not be covered. Claims unrelated to those conditions or requirements remain eligible under this warranty.

3.5 The installer, acting on behalf of the Buyer or Seller, is also responsible for ensuring that the Product operates correctly once installed, in order to confirm proper installation and watertightness. If this verification is not completed, claims concerning installation, startup operation, or watertightness addressed by the required verification will not be covered.

3.6 The warranty 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 warranty does not cover damage caused by negligence, incorrect use, or by untreated impurities present in the water.

3.8 The following cases are excluded from the warranty:

3.8.1 Warranty repairs paid for by the Seller must be authorized and coordinated through the Seller. Inspection, maintenance, or repair performed outside this warranty by an independent provider does not, by itself, invalidate the warranty. When assessing a claim, the Seller may inspect the Product and request reasonably available information about prior work. This warranty does not cover a defect or damage that the Seller demonstrates was caused by improper service or a modification to the Product.

3.8.2 The Product has been installed or started up not complying with official documentation requirements, including:

- Incorrect placement and/or sloping base.
- Installation in an excessively damp location.
- Lack of access to the components of the Product, or failure to install an access panel in built-in Products 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.

3.8.3 Use of a non-original replacement part does not, by itself, invalidate this warranty. This warranty does not cover the non-original part or any defect or damage caused by that part or its improper installation.

3.8.4 The warranty 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 such weather conditions as indicated in each Product's 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 warranty 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 purpose for which each model is intended.

3.8.6 For Products 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 Buyer.
- Damages resulting from inappropriate use, abuse, negligence, natural disasters, accidents, or alterations (such as cover lifts, animal related damage, excessive wind, or excessive weight).

3.9 Before the order is placed, the Buyer and any installer or contractor engaged by the Buyer are responsible for identifying and informing the Seller in writing of site-specific installation, permit, and local-code requirements for the intended location. The Seller is responsible for supplying a Product that conforms to the specifications agreed in the order. If the Buyer requests a change after the order to meet a site-specific requirement that was not disclosed before the order, the Seller will provide an estimate for the Buyer's approval before making the change.

3.10 The installation site must provide the service clearances and access specified in the written installation instructions for the applicable Product model. For a water-filled Product, the supporting base must be designed for the Product's filled and occupied weight, and the site must have drainage suitable for overflow or leakage. An indoor installation must use finishes suitable for expected condensation and splashing, including water-resistant finishes. Damage or additional service costs caused by failure to meet these site requirements are not covered, except where the Seller or an installer acting on the Seller's behalf was responsible for that failure.

3.11 Responsibility During Transport

The Buyer or its installer must inspect the packaging and the Product at delivery. Visible damage must be noted on the delivery receipt where possible and reported promptly to the Seller, with supporting photographs. Damage discovered after unpacking must be reported to the Seller promptly after discovery. The Seller will assess the claim under Section 1.3 and coordinate with the carrier as needed. The Buyer is not required to submit a separate claim to the carrier.

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