

Wind River No-Fault Guarantee

(Included on all Wilderness, Storm, and Resort series)

Five-Year Structural Guarantee:

Commencing on the delivery date, as shown on the buyer's receipt, Wind River Spas guarantees the spa shell structure to be free from leaks caused by defects in materials and workmanship for a five (5) year period. The spa shell structure consists only of the plastic spa shell material and does not include plumbing, fittings, electrical parts, heaters, pumps, wood cabinet or any other spa accessory. These items are covered under the "Three Year Equipment No-fault Guarantee" and "Three Year Leak Guarantee".

Three-Year Plastic Surface Guarantee:

Commencing on the delivery date, as shown on the buyer's receipt, Wind River Spas warrant the interior finish, Lucite Cast Acrylic plastic only, of the spa shell structure to be free from manufacturer's defects in material and workmanship for a five (5) year period. This interior finish guarantee includes fading, cracking, blistering due to exposure of ultraviolet rays. The interior finish guarantee does not include misuse and abuse such as heavy impact of shell.

Three-Year Leak Guarantee:

Commencing on the delivery date, as shown on the buyer's receipt, Wind River Spa's guarantees the plumbing and fittings to be free from water leakage for a three (3) year period.

Three-Year Mechanical Guarantee:

Commencing on the delivery date, as shown on the buyer's receipt, Wind River Spas guarantees the major mechanical components to be free of defects for a period of three (3) years. This includes and is limited to the control pack, heater, pumps, topside and remote controls. Labor on these components will be covered for a period of three (3) years.

Three-Year Equipment Guarantee:

Commencing on the delivery date, as shown on the buyer's receipt, Wind River Spas guarantees the electrical parts, corona discharge ozonators, shaft seals, gaskets, o-rings, light bulbs, fuses, heating element and insulative foam to be free from manufacturer's defects in material and workmanship for a period of three (3) years. This also includes No-fault breakage. Wind River Spas guarantees the synthetic surround skirting to be free of defects in material and workmanship for a period of one (1) year from purchase date. Guarantee coverage for rigid covers or any other spa accessory is covered under each component manufacturer's warranty and is not included in Wind River Spa's No-fault Guarantee. Filter elements and pillows are not covered under Wind River's no fault guarantee.

Three-Year Freeze and Rodent Guarantee:

Commencing on the delivery date, as shown on the buyer's receipt, Wind River Spas guarantees the spa against freeze and Rodent damage on parts for a period of three (3) years. Notice of any malfunction must be given within seventy-two (72) hours of the time the malfunction or defect becomes apparent. Notice must be given to Spa Exchange, Inc. at its only Service and Repair facility located at 2940 S. Galapago St., Englewood, CO 80110. Labor is not included in this limited freeze and Rodent Guarantee and would be charged at the current service rate. All removal and reinstallation charges are the responsibility of the purchaser (including electrical disconnect/reconnect and crane charges if necessary).

Three-Year Transferable Guarantee:

Commencing on the delivery date, as shown on the buyers receipt, Wind River Spas will transfer the guarantee from one homeowner to another within a three year period. The warranty is only transferable from owner to owner within the original delivery address. The guarantee is only transferable from address to address with the original owner. The original owner must give advanced notice to Wind River Spas to transfer a guarantee in either situation.

Removal and Reinstallation:

For the duration of the guarantee period if deemed necessary by an authorized service technician, Wind River Spas will not charge for removal or reinstallation of spa (including electrical disconnect/reconnect) except in the event of a freeze up. Spa must be removable. Wind River will not cover charges for a crane if necessary and is not responsible for removal of fencing or decking to gain access to said spa. Freight and crate will not be charged for spas in the metro-Denver area (forty (40) mile radius from Wind River Spa's showroom at 2940 S. Galapago St. Englewood, CO 80110).

Acts Invalidating Guarantee:

These guarantees shall be invalid if these Wind River Spa's products have been subject to alteration, misuse or abuse, or if any repairs on the products are attempted by anyone other than an authorized representative of Wind River Spa's. Misuse and abuse shall include any operation other than that which is in accordance with Wind River Spa's printed instructions.

Extent of Guarantee:

The aforementioned guarantees extend only to products supplied by Wind River Spa's. Said guarantees are transferable if Wind River Spas is notified in writing previous to transfer of ownership. Such guarantees extend to residential uses of Wind River Spa's products; commercial uses of Wind River Spa's products are not included in these guarantees.

Disclaimers:

Wind River Spa's shall not be liable for loss of use of Manufacturer's products or other incidental or consequential costs, expenses or damages. Wind River Spa's shall not be responsible for any promises not specifically stated within our guarantee.

This guarantee applies only to spas with a purchase date after January 1, 2003 as notes on the buyers receipt.