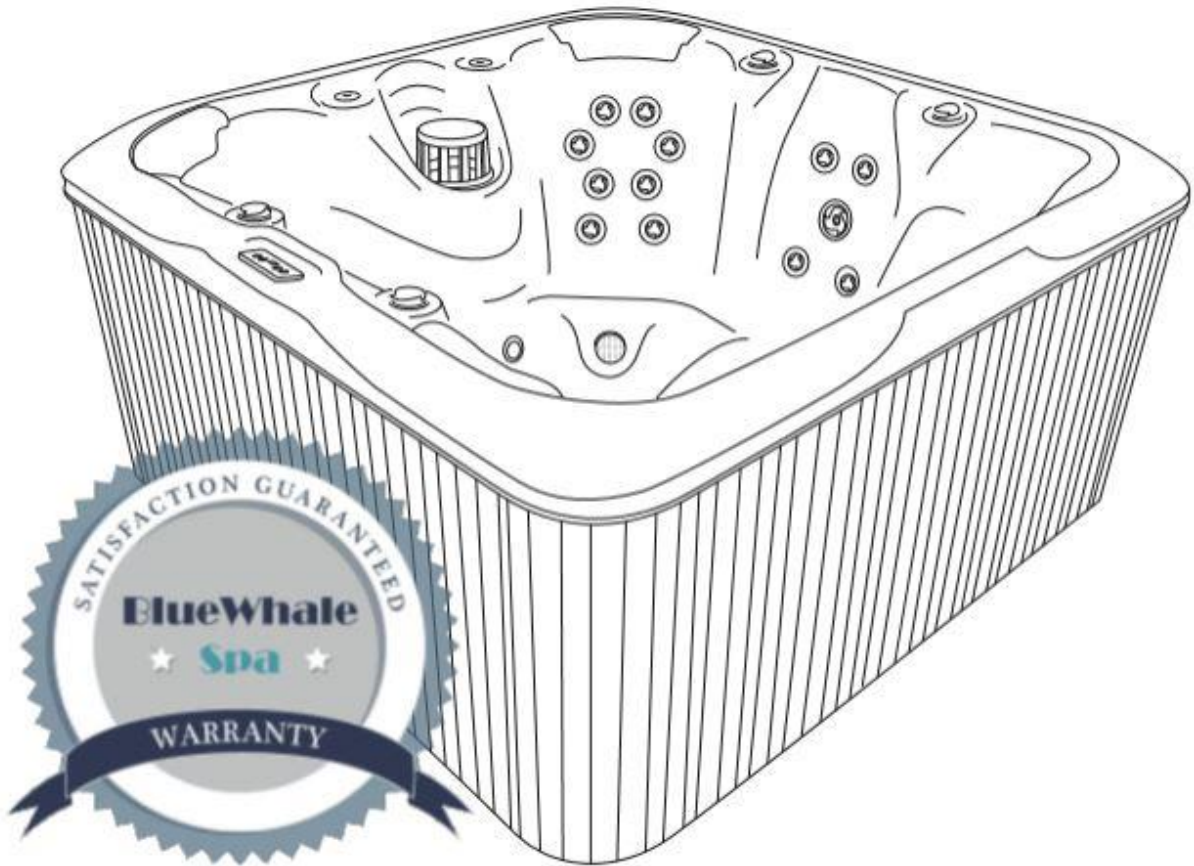


WARRANTY

BlueWhaleSpa



Blue Whale Spa Warranty Agreement

1. Information about us and how to contact us

- 1.1 Who we are.** We are Blue Whale Spa Ltd, a company registered in England and Wales with company number 7503863, whose registered office is at Blue Whale Spa Ltd, 11 Glaisdale Drive East, Nottingham NG8 4GU. Our VAT registration is GB 118175616.
- 1.2 How to contact us.** You can contact us by completing our customer service form on our website or telephoning our customer service team on 0115 954 8888.
- 1.3 How we may contact you.** If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order or as specified on your account.
- 1.4 "Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

2. Your legal rights – an overview

- 2.1** When you buy products or services from a business, in law you have a number of rights as a consumer. Our warranty cover does not affect your statutory rights.
- 2.2** Please note that we only sell our products and services to consumers.

Our Warranty Cover

3. Introduction

We want to ensure that you get the most out of your product and so we will provide you with warranty cover on the terms set which will become effect following delivery of your product. All warranty claims are subject to our acceptance and **please note**, our warranty is not transferrable. Therefore, if you sell or give the product away to someone else or move it to another location, the warranty will be invalid.

4. Qualifying for warranty protection

In order to qualify for warranty protection, you must satisfy all of the following conditions:

- You must have completed and returned the warranty validation certificate and a copy of the Part P electrical installation certificate to us within 30 days of delivery;
- You must have used and serviced the product in accordance with the manufacturer's instructions and our recommendations. Please note that our hot tubs can only be serviced by one of our approved engineers unless we give our prior written consent;
- The product must have been installed and commissioned by one of our approved engineers unless we have given our prior written consent;
- The power supply to the product must be suitable and safe to enable the product to be used in accordance with the manufacturer's instructions and our recommendations;
- You must be the original owner of the product;
- The product must be in situ at the address and location where the product was delivered/ installed;
- You must have used the correct chemicals and amounts of chemicals at the intervals recommended by us and/or the manufacturer; and
- You must notify us that you want to make a warranty claim within 10 business days of becoming aware of a problem that may be covered under the terms of this warranty.

5. Exclusions

- 5.1** If you do not comply with the above conditions, you will not qualify for warranty protection. In addition, you will not qualify for warranty protection if any of the following apply:
- You have used the incorrect chemicals including tri-chlor, acids, calcium hypochlorite, sodium hypochlorite, peroxides, any sanitising chemicals that may remain undissolved on the hot tub surface;
 - You have misused and/or damaged the product deliberately, through neglect and/or accidentally;
 - The product is damaged due to inadequate ventilation, inappropriate storage and/or coverings;
 - The product has been serviced and/or repaired other than by a suitably qualified engineer, approved by us;
 - The product has been damaged during installation by you or a third party appointed by you to install it (including installation using a crane or other transportation equipment);

- Damage to the product has been caused or occurred due to interruption of power, power surges or power outages and/or water shortage, interruption or contamination of your water supply by you, a third party appointed by you or, your water supplier (e.g., Seven Trent); or
- The product has been damaged and/or is defective due to adverse weather conditions.

5.2 What we will be responsible for. Subject to acceptance of your warranty claim we will only repair and/or replace the parts which are covered by our warranty. We will not be responsible for any other losses and liabilities you may suffer or incur. For example, we will not be responsible for installing the hot tub base, the installation or commissioning of the electrical supply, the costs of running the hot tub (unless those costs are directly related to the hot tub being faulty) or any time you may take off work. Please note that this does not affect your statutory rights and please also refer to our terms and conditions at [<https://www.bluewhalespa.com/terms-and-conditions/>] at clause 12 [<https://www.bluewhalespa.com/terms-and-conditions/>] for further details of our responsibilities to you as a consumer.

6. What is covered and what is not covered

6.1 General points to note:

- (a) All timescales referred to below start on the date of installation of your product and are subject to the qualifying conditions set out above. If one of our engineers come out to inspect your product, we will not charge a call out charge unless the fault or problem is your fault in which case, we will charge you the costs of call out (plus travel expenses) and the costs of any repairs which you instruct us to carry out. Our labour costs will be advised at the time of booking.
- (b) Your warranty does not include the costs of shipping parts back to us or our agents (unless we agree otherwise).
- (c) In all cases we have sole discretion for determining the case and nature of the fault;

(d) We reserve the right to provide a replacement hot tub in lieu of making repairs of equivalent value. The costs of installation and siting will be charged in addition unless we expressly agree otherwise in writing;

(e) If a replacement hot tub has been provided, the warranty coverage of the replacement hot tub will run from the delivery date of the original hot tub; and

(f) We will have no liability to you for inadequate radio system reception where you have purchased entertainment hot tubs.

6.2 Shell Warranty. We will warrant the shell against water loss to the customer arising from structural defects for a period of 10 years.

6.3 Shell Surface. We will warrant the shell surface against water loss to your hot tub, due to defects in materials, including cracks, blisters, peeling and delamination for a period of 5 years.

6.4 Hot Tub cover and headrests. These items are only warranted for 30 days if faulty or defective following delivery in accordance with your statutory rights. The headrests should be removed each time the hot tub is not in use.

6.5 Electrical Equipment and Plumbing. We will warrant all major hot tub components – specifically, the pumps, the heater, the control system and the ozonator – against malfunction arising from defects in materials and workmanship, for a period of 2 years. Leaks from pump unions are expressly excluded from the warranty.

6.6 Other Hot Tub Components. We will warrant all other hot tub components, including but not limited to LED lights, fuses, topside control unit, diverter caps, cover clips, and jet inserts against malfunction arising from defects in material and workmanship for a period of 2 years to the customer.

7. What to do if you want to make a warranty claim

Please contact us within 10 business days of becoming aware that you may need to make a claim under this warranty via the methods set out at clause 1.2 above.

WARRANTY VALIDATION CERTIFICATE

For Completion by Customer

TO BE RETURNED TO BLUE WHALE SPA WITH A COPY OF PART P ELECTRICAL
INSTALLATION CERTIFICATE WITHIN 30 DAYS OF TUB DELIVERY

Please complete and return to.

Blue whale Spa Ltd.

11 Glaisdale Drive East,

Nottingham

NG8 4GU

Customer Name

Customer Address

Hot Tub Model

Installation / Delivery Date

Customer Signature

Delivered By

Delivery Date