

Hot Tub Warranty For Hot Tubs Purchased 1st September 2012 – 9th June 2022

The standard warranty relates to Blue Whale Spa's hot tubs purchased in the UK directly from www.bluewhalespa.com.

Shell Warranty - 10 years

Blue Whale Spa Limited warrant the shell against water loss to the customer arising from structural failure for a period of 10 years.

Shell Surface - 5 years

Blue Whale Spa Limited warrant the shell surface against water loss to the customer, arising from defects in materials, including cracks, blisters, peeling and delamination for a period of 5 years. Includes all parts and onsite labour necessary for repair.

Electrical Equipment and Plumbing - 2 years

Blue Whale Spa Limited warrant all major spa 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 to the customer. Includes parts and onsite labour necessary for repair. Leaks from pump unions are expressly excluded from the warranty. There is no call out charge during warranty period.

Other Spa Components - 2 years

Blue Whale Spa Limited warrant all other spa 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. Includes only parts necessary for repair. Labour cost is included. If an engineer is sent out, payment of a call out/travel charge will be required from the customer. Payment of the call out/travel charge is necessary before an engineer will be sent out.

Cover Warranty

Blue Whale Spa Limited warrant the spa cover to be free from defects in material on the day of delivery as they are open to elements and/or chemical damage.

Conditions of Warranty

All warranties apply to the original customer, at the original address that the spa was installed. Your limited warranty does not include the cost of shipping parts back to Blue Whale Spa Limited, or to an authorised repair agent for assessment. This warranty does not include costs incurred using non-authorised engineer. Customers must gain written consent from Blue Whale Spa Limited before instructing any engineer not authorised by Blue Whale Spa Limited. In all cases Blue Whale Spa Limited has the sole responsibility for determining the cause and nature of a fault. Blue Whale Spa Limited determination is final. Blue Whale Spa Limited reserve the right to provide a replacement spa of equivalent value if we deem it to be necessary. In such a circumstance, the customer shall be responsible for the cost of moving and installing the new spa into position.

N.B.

The parts of this Blue Whale Spa Limited warranty relating to the 2 years warranty on Electrical Equipment and Plumbing and Other Spa Components is valid only when the customer has returned the warranty validation certificate and a copy of the part P electrical installation certificate within 30 days of delivery.

Performance

The Customer must report any discovered fault to Blue Whale Spa Limited within 10 business days. A Blue Whale Spa limited representative will then diagnose a fault over the telephone and may suggest a number of possible solutions for the customer to attempt. If after these suggestions fail to resolve the fault, Blue Whale Spa Limited will then arrange for an engineer to visit the site. If an engineer is sent out and discovers there is no fault, or the fault is not manufacturing related, a payment of the applicable call out charge is required from the customer. If a manufacturing related fault is discovered there is no charge for an engineers visit. There are no payments necessary before the visit unless the warranty has expired. If the engineer determines that any fault is not covered under this warranty, the customer is solely responsible for the cost of any parts and engineer(s) onsite labour charges.

Exclusions

All warranties hereunder are void if the spa has been subject to chemical misuse or chemical imbalances, alterations or modifications not authorised by Blue Whale Spa Limited, attempts to repair the spa not authorised by Blue Whale Spa Limited, incorrect use of the spa including but not limited to running the spa dry or filling the spa up incorrectly, electrical installation by a non-qualified electrician, ice in the spa, incorrect winter preparation, or commercial use. No part of the spa is warranted against chemical damage. This includes but is not limited to

deposits of limescale on the spa shell or on spa components. Correct chemical use is the sole responsibility of the customer.

Spa covers are not warranted against chemical burns.

The spa shell and components are not covered against any defects which may occur because of the customer not using the cover while the spa is not in use.

This warranty does not cover damage arising from the use of unauthorised sanitisers such as tri- chlor, acids, calcium hypochlorite, sodium hypochlorite, peroxides, any sanitizing chemical that may remain undissolved on the spa surface.

Damage to headrest pillows reported beyond the day of delivery will not be covered under warranty. Headrest pillows are to be removed from the spa when not in use.

Disclaimer

Blue Whale Spa Limited will not be liable for loss of use of the spa, or any incidental expenses incurred because of the repair or replacement of the spa. This includes but is not limited to permanent decking or surroundings, flooring, any other fixtures, chemical loss, water loss or filter loss. Blue Whale Spa Limited will not be responsible for inadequate radio reception in relation to the spas entertainment system. Blue Whale Spa Limited warranties are limited to the maximum amount of monies received from the customer with respect to the sale of the spa.

All Warranties

All warranties apply from the date the spa is delivered to the customer.

The full limited warranty is only valid if the customer returns the warranty registration form within 30 days of delivery. Your warranty validation form must be returned with a copy of your Part P electrical installation certificate if applicable to your spa.

If you are having your hot tub delivered in advance of any electrical work being undertaken you must inform Blue Whale Spa of this.

When the electrical installation work has been undertaken and you have installed your hot tub, you must return the validation certificate with a copy of the Part P installation certificate within 30 days of the issuing of the part P certificate to validate this warranty.

Warranty for products bought before September 1st 2012

Hot Tubs (BW-192-6-B and BW-194-6-B) and Swimming Spa

Shell Warranty – 1 year

Blue Whale spa are warranted against water loss due to defects in the spa shell for One year from the original date of purchase.

Electrical Equipment Components Warranty – 1 year

Electrical equipment components (specifically the pumps, heater, and control system) are warranted against malfunctions due to defects in workmanship or materials for one year from the original date of purchase.

Warranties for Other Components

The spa cover, step, light bulb, light lenses, fuses, headrests, cabinet finish and filter are warranted to be free of defects in workmanship or materials at the time of delivery. All other factory-installed components, including but not limited to the cabinet, frame, LED light system, stereo and related components, speakers, skimmer, and jets, are warranted against malfunction due to defects in workmanship or materials for one year from the date of purchase.

In the unlikely event that a part breaks down then simply phone us and we will arrange for the relevant part to be sent out to you. Please note, We can advise on the fitting of any spare part although recommend that a trained engineer fit an electrical or plumbing-specific spare part. We cannot accept any liability regarding the installation of spare parts. Your statutory rights are not affected.

Hot Tubs (BW-05, BW-06, BW-06-2, BW-61 and BW-07)

Shell Warranty – 3 years

Blue Whale Spa are warranted against water loss due to defects in the spa shell for three years from the original date of purchase.

Electrical Equipment Components Warranty – 1 year

Electrical equipment components (specifically the pumps, heater, and control system) are warranted against malfunctions due to defects in workmanship or materials for one year from the original date of purchase.

Warranties for Other Components

The spa cover, step, light bulb, light lenses, fuses, headrests, cabinet finish and filter are warranted to be free of defects in workmanship or materials at the time of delivery. All other factory-installed components, including but not limited to the cabinet, frame, LED light system, stereo and related components, speakers, skimmer, and jets, are warranted against malfunction due to defects in workmanship or materials for one year from the date of purchase.

In the unlikely event that a part breaks down then simply phone us and we will arrange for the relevant part to be sent out to you. Please note, We can advise on the fitting of any spare part although recommend that a trained engineer fit an electrical or plumbing-specific spare part. We cannot accept any liability regarding the installation of spare parts. Your statutory rights are not affected.

Infrared Sauna and Steam Shower

Manufacturing faults - 1 year

One year warranty for any manufacturing faults that may occur from the original date of purchase.

Electrical Equipment Components Warranty – 1 year

Electrical equipment components are warranted against malfunctions due to defects in workmanship or materials for one year from the original date of purchase.

In the unlikely event that a part breaks down then simply phone us and we will arrange for the relevant part to be sent out to you. Please note, We can advise on the fitting of any spare part although recommend that a trained engineer fit an electrical or plumbing-specific spare part. We cannot accept any liability regarding the installation of spare parts. Your statutory rights are not affected.

Exclusions

Hot Tub, Infrared Sauna and Steam Shower installed in commercial applications are excluded from any coverage whatsoever. This Limited Warranty is void if: the Manufacturer or its designated representative determines that the Hot Tub, Infrared Sauna and Steam Shower has been subjected to alteration, neglect, misuse or abuse, or freight damage caused by the common carrier; or if the failure is caused by accident, acts of God or other causes beyond the control of the Manufacturer. Neglect, misuse and abuse include any installation, operation or maintenance of the Hot Tub, Infrared Sauna and Steam Shower other than in accordance with the instructions contained in the owner's manual provided with

the Hot Tub, Infrared Sauna and Steam Shower, including but not limited to the failure to maintain proper water chemistry and chemical balance and the use of abrasive or improper cleaners. This Limited Warranty does not provide coverage for any item attached to or installed on the Hot Tub, Infrared Sauna and Steam Shower after the date of manufacture, or for gaining access to any component for repair or replacement. Spa units used in a commercial application are excluded from any coverage whatsoever.

Guarantee services will be provided only if the original invoice or sales receipt (indicating the date of purchase, model name and dealer's name) is presented with the defective product within the guarantee period. We may refuse free-of-charge guarantee service if these documents are not presented or if they are incomplete or illegible. This Guarantee will not apply if the model name or serial number on the product has been altered, deleted, removed or made illegible.

This Guarantee does not cover transport costs and risks associated with transport of your product to and from us. Accidents, neglects, fire, liquids, chemicals, other substances, flooding, vibrations, excessive heat, improper ventilation, power surges, excess or incorrect supply or input voltage, radiation, electrostatic discharges including lightning, other external forces and impacts are also not covered.

Disclaimers

Except as specifically provided by the laws of individual countries, Blue Whale Spa and its representatives shall not be liable for any injury, loss, cost or other damage, whether incidental or consequential, arising out of any defect covered by this Limited Warranty, including, without limitation, loss of use of the spa and cost for removal of defective product, even if Blue Whale Spa has been advised of the possibility of such damage. The liability of Blue Whale Spa under this Limited Warranty, if any, shall not exceed the original amount paid for the defective product. Coverage under this Limited Warranty shall commence as of the original date of purchase and the duration of such coverage shall not extend for any reason whatsoever beyond the stated time periods. These disclaimers shall be equally applicable to any service provided by Blue Whale Spa and its representative.