

COYOTE SPAS WARRANTY

SPA SHELL ~ 7 YEARS

Coyote spas® warrants the spa shell to the customer against water loss due to structural failure for a period of 7 years.

EQUIPMENT & PLUMBING ~ 3 YEAR PARTS AND 1 YEAR LABOUR

Coyote spas® warrants the spa's electrical equipment components ~ specifically the pump(s) *(please refer to detailed pump warranty below), factory installed ozone system, factory installed therapy air system, heater (including the Tru-Guard™ Heater) and control system against malfunctions due to defects in materials and workmanship for a period of 3 years to the original purchaser from the original date of delivery. Includes parts necessary to repair. Labour is included for a period of 1 year.

OTHER COMPONENTS ~ 3 YEARS

Coyote spas® warrants the fuses, lights (blue LED, peyote lights), pillows, filter covers, jet inserts, o-rings, topside control overlays, cabinet material, filter baskets and weir assemblies, diverter handles and caps, air control handles and caps, plastic cover clips, chrome trim and all other unmentioned components to be free of defects in workmanship and materials for a period of 3 years to the original purchaser from the original date of delivery. Includes only parts necessary to repair.

SHELL SURFACE ~ 3 YEARS

Coyote spas® warrants the interior surface to the customer against water loss due to material failure including cracks, blisters, peeling and delaminating for a period of 3 years to the original purchaser from the original date of delivery. Includes parts and labour necessary to repair.

COVER ~ 3 YEARS

Coyote spas® warrants the Castcore® cover against malfunctions due to defects in materials and workmanship for three years to the original owner from the original date of delivery. Includes parts necessary to repair.

STEREO ~ 1 YEAR

Coyote spas® warrants the factory installed sound system against malfunctions due to defects in materials and workmanship for one year to the original owner from the original date of delivery. Includes parts and labour necessary to repair.

Coyote spas® extends this limited warranty solely to the original purchaser of any Coyote self-contained spa installed. For the purpose of this document "customer" shall mean the original purchaser of the spa.



PERFORMANCE

To obtain service in the event of a defect or malfunction covered by this Limited Warranty, notify your Coyote Spa dealer as soon as possible and use all reasonable means to protect the spa from further damage. Upon proof of purchase, Coyote spas® agent or its designated service representative will correct the defect subject to the terms and conditions continued in this Limited Warranty. *Please note that union connection leaks are considered to be user serviceable and are expressly excluded from the Limited Warranty. Damage resulting from union connection leaks is expressly excluded from the Limited Warranty. There will be no charge for on site labor to the customer for a period of one year from the date of original delivery - specifically equipment, plumbing, shell surfaces or shell structure against malfunctions due to defect in the material and workmanship and within the Limited Warranty. Any costs associated with service and/or travels outside of the designated service area are the responsibility of the customer. If Coyote spas® determines that repair of the covered defect is not feasible; we reserve the right to instead provide a replacement spa equal in value to the original purchase price as of the defective spa. Spa replacement is done only at the discretion of Coyote spas®. Reasonable costs for the removal of the defective spa, and delivery and installation will be the responsibility of the spa owner. Freight will be paid to the nearest Coyote spas® distribution center.

CONDITIONS OF WARRANTIES

All warranties provided hereunder extend only to the original purchaser of the spa if purchased and originally installed within the boundaries of the country where it was originally purchased. All warranties hereunder terminate upon transfer of ownership of a spa from the original consumer purchaser. Your limited warranty does not include repair travel mileage or for shipping cost assessed by your Factory Authorized Dealer or service agents. All events covered by this Limited Warranty hereunder must be repaired by a Factory Authorized Dealer of Coyote spas®. The warranties will not include any costs of repair incurred by a non-factory authorized agent. To obtain service, the customer must contact the Factory Authorized Dealer in his area. In the event that a spa or component thereof must be returned to Coyote spas® distribution center, all freight costs are the responsibility of the spa customer. After 30 days from delivery, a deductible or "excess" fee will be applied to all warranty costs. This fee will be a maximum of \$75 CAD or equivalent local currency, and may be applied to the parts or labour component costs associated with each separate job covered by the warranty. Charges not covered by the warranty or after the warranty period expires are not affected by this condition.

EXCLUSIONS

All warranties hereunder are void if the spa has been subject to alterations, misuse or abuse or any repair of the spa has been attempted by anyone other than a Factory Authorized Dealer of Coyote spas®. Alterations include but not limited to, any change to the components, replacement of components or addition of components without the written authorization from Coyote spas®. Misuse includes damages caused by improper and/or non-certified electrical hook-ups, failure to operate the spa in accordance with the instructions contained in the owner's manual provided with the spa, including incorrect start-up procedures or dry firing of the spa, any use of the spa or any of its components in an application for which it was not designed, and damage caused by improper chemical balance, ice in the spa, overheating the spa or spa water or damage to the spa surface by allowing undissolved sanitizing chemicals to lie on the surface. Spa covers are not warranted against chemical burn or discoloration. Spa covers are not warranted against water absorption or any damage resulting from water absorption. Any damage resulting from the misuse or improper installation of a cover lifter, or use of a cover lifter without a Coversaver is excluded from warranty coverage. Any damage resulting from the mishandling of the spa cover in any way is not covered under warranty. Any damage caused by moving of the spa or improper installation (including insufficiently prepared or unlevelled ground) is considered abuse and any damage to the material

or workmanship of the spa cabinetry and floor in shipping or handling are expressly excluded from the Limited Warranty.

Coyote spas® expressly excludes warranty coverage on any of the following: Acts of nature including but not limited to damage resulting from lightning, tornados, hurricanes, flooding, freezing, fire and any other acts of nature. Any spa installed in a commercial application. Any failure caused by improper cover use or failure to use cover when the spa is unattended. Any item(s) attached to or installed onto the spa, including but not limited to gazebos, cover lifters and cedar accessories. Any options or additional components that are not factory installed. Any damage or failure due to spa winterization.

Coyote spas® expressly excludes warranty coverage on splitting, fading or warping of the cabinet beyond the date of delivery. Any damage resulting from handling of the cabinet is excluded from this warranty.

* Pump(s) are warranted against material and component failure. The pump shaft seal is covered under warranty. Damage resulting from a neglected leaking shaft seal is not covered under warranty. This includes but is not limited to bearing seizure, end bell failure, start switch failure, impeller failure and capacitor failure. It is the responsibility of the customer to report shaft seal failure before further damage can occur. Any pump component failure determined to be the result of defective material will be replaced under warranty. Coyote spas® reserves the right to replace pump components, rather than the complete pump assembly. Vibration noise associated with normal pump operation is excluded under this warranty.

DISCLAIMERS

Coyote spas® will not be liable for loss of use of the spa or other incidental or consequential costs, expenses or damages that may include but not limited to, the removal of a permanent sun deck, sunroom, gazebo, or other custom fixture, any crane costs associated with the removal of the spa for service or replacement. Coyote spas® shall not be liable for costs arising from water filter cartridges and chemical loss. Under no circumstances shall Coyote spas® or any of its representatives be liable for any injury to any person or damage to any property, howsoever arising from the spa. Coyote spas® warranties are limited to a maximum amount of moneys received by Coyote spas® with respect to the sale of the spa.

ALL WARRANTIES

The warranties enclosed herein are all of the warranties provided by Coyote spas® to the customer, and to the extent permitted by law. Spa registration (within 30 days of delivery) is the responsibility of the customer and is a condition of warranty coverage. Coyote spas® expressly excludes any warranties granted to the customer express or implied by statute or common law which exceed or conflict with the warranties set out herein. All warranties herein require that any claim must be submitted to Coyote spas® within ten days of the time the defect is discovered, and must be accompanied by the original customer's receipt confirming purchase of the spa, which indicated the date the purchase occurred. All valid warranty claims must be submitted within the warranty period upon pending warranty expiration. Failure to provide such notice and information invalidates all warranties provided thereunder. Coyote spas® reserves the right to repair or replace components or materials at their option. In certain cases, pictures may be required for proper evaluation before warranty coverage is determined. In the event a customer is unable to either obtain parts or satisfactory service from a Factory Authorized Dealer of Coyote spas®, notice should be given immediately to the service department of the agent where the spa was purchased and to Coyote spas®.