

GUARANTEE CERTIFICATE

1. GENERAL TERMS

- 1.1 In accordance with these provisions, the seller guarantees that the Aquavia Spa product under this guarantee («the Product») does not have any default in conformity at the time of its delivery.
- 1.2 The Guarantee term for the Product is two (2) years, which will be calculated from the date of delivery to the purchaser.
- 1.3 In the event of a default in conformity of the Product and the purchaser notifies the seller of such default during the Guarantee Period, the seller is obliged to repair or replace the Product at its own cost, in the place he considers convenient, unless this is impossible or disproportionate.
- 1.4 When it is not possible to repair or replace the Product, the purchaser may request a proportional reduction in the price, or, if the default in conformity is sufficiently significant, the termination of the sales contract.
- 1.5 The parts replaced or repaired under this guarantee will not extend the original guarantee term of the Product, although they will have their own guarantee.
- 1.6 In order for this guarantee to come into effect, the purchaser must prove the date of acquisition and delivery of the Product.
- 1.7 If after six months from the delivery of the Product to the purchaser, a default in conformity of the product is notified, the purchaser must prove the origin and existence of said default.
- 1.8 This Guarantee Certificate does not limit nor prejudice the rights corresponding to consumers by virtue of national compulsory standards.

2. INDIVIDUAL TERMS

- 2.1 This guarantee covers the following Aquavia Spa products and product ranges: Spas, etc....
- 2.2 This Guarantee Certificate will be applicable exclusively in countries of the European Union.
- 2.3 In order for this guarantee to be effective, the purchaser must strictly follow the Manufacturer's Instructions included in the documentation accompanying the Product. If said documentation is applicable depending on the range and model of the Product.
- 2.4 When a schedule is given to replace, maintain or clean certain parts or components of the Product, the guarantee will only be valid if this schedule has been followed correctly.

- 2.5 «PREMIUM» GUARANTEE EXTENSION. The manufacturer of the Product offers the possibility of extending the guarantee of SPAS from the third to the fifth year. This Guarantee Extension is voluntary and is governed by the following terms:
 - 2.5.1 Coverage of the Guarantee Extension by the Manufacturer: In the event of a defect or default in conformity on the acrylic surfaces or structure, the manufacturer will repair or replace the Spa or bath, at its discretion.
 - 2.5.2 In the event of repair, all labour and travel expenses will be settled by the purchaser.
 - 2.5.3 In order for the extended guarantee to come into effect, the purchaser must send to the Manufacturer the corresponding card that comes with the product. The Purchaser has 2 (two) months from the acquisition date of the product to send this card including all the required details, particularly the date of acquisition and the details and stamp of the installer.
 - 2.5.4 The guarantee extension offered by the manufacturer from the third year does not imply nor assume the extension of the legal guarantee granted by the seller during the first two years.
- 2.6 The extension of this Guarantee will not be valid if the Spa has not been duly protected with a cover during rest periods.
- 2.7 The manufacturer is not held liable for damage and/or expenses caused by the shutdown in activities, nor for delays or costs of materials incurred in replacing or repairing the Products.
- 2.8 The manufacturer does not authorise other parties to extend any guarantee regarding its articles, nor is it subject to any non-authorised guarantee granted in connection with the seller of its Products.
- 2.9 Requests for the manufacturer's services during the guarantee extension period should be made through the seller or installer who supplied the Product to the purchaser.
- 2.10 The guarantee extension will not come into effect if the Product has been inspected or repaired by staff not authorised by the manufacturer.
- 2.11 There is a risk of flooding with this machine and as a result it is recommended that the Spa be installed in an area designed for draining away run off or leaking water from the machine (either from below or overflowing water) as a result of using the product or from possible leakage from any of the circuits.
- 2.12 This unit must be installed in an appropriately prepared area that adequately provides easy access to all the components of the SPA. The Guarantee will not in any case cover any building work required to position or relocate the product.
- 2.13 In the event of replacement, all freight charges or expenses to or from the factory, to move or reinstall the Product, or the installation of spare parts, will be covered by the purchaser.

3. LIMITATIONS

- 3.1 This guarantee will apply exclusively to sales made to consumers. A «consumer» is understood to be the person who acquires the Product for purposes not connected with his professional activity.
- 3.2 No guarantee is given for the normal wear through using the product. With regard to parts, components and/or expendable equipment such as sand, rings, light bulbs, etc., the documentation accompanying the Product will be applicable, as the case may be.
- 3.3 The guarantee does not cover cases of incorrect installation or start-up unless said installation or start-up is included in the sales contract of the Product and has been performed by the seller or under his responsibility. These cases are covered by the installer or the seller who installed the Product.
- 3.4 The installer acting on behalf of the seller or user, is responsible for inspecting the product and checking that it is in good condition, without defects or damages, before installation. The guarantee is not valid if the product is installed without first carrying out this revision.
- 3.5 The installer acting on behalf of the seller or user is responsible for ensuring that the Spa operates correctly once it has been installed, in order to check its correct installation and water-tightness. The guarantee is not valid if this check is not carried out.
- 3.6 The guarantee does not cover time spent inspecting the product when there are no defects. Damages or faults caused by force majeure or natural causes or not concerning the product, such as anomalies in the power supply, water pressure, etc. are not covered by the guarantee.
- 3.7 The guarantee does not cover damage caused by negligence, incorrect use or because of the lime content in the water.
- 3.8 The following cases are not covered by the guarantee:
 - i. The product has been installed or started up incorrectly causing damage or faults caused by installation or handling errors, incorrect positioning:
 - Incorrect placement and/or slanting base.
 - An extremely damp location.
 - The half a metre safety perimeter around the SPA. No access to the control gear of portable SPAS, or not installing an access panel in fitted SPAS, for the purpose of servicing hidden areas.
 - Not having tested the SPA in full operation once it is installed, to ensure that the installation is correct and that it is watertight.
 - Not following instructions regarding the configuration of pipes, standard circuits, minimum and maximum distances of the installation.
 - Not following instructions regarding the electrical installation, voltage and circuits.
 - ii. The product has been inspected, repaired, maintained or handled by a non-authorized person, without the knowledge of the manufacturer, particularly in the following circumstances:
 - Damage or faults totally or partially caused by a modification in the circuit or standard design.
 - Damages or faults caused by not following the indications given in the instructions manual
 - iii. The product has been repaired or maintained using non-original spare parts.
 - iv. The product has been handled improperly:
 - Damage or faults in the SPA owing to exposure to temperatures below 0°C (32°F) or above 50°C (125°F). Not protecting the SPA against weather conditions, following the instructions given in the Manual.
 - Damage or faults caused by knocks.
 - Damage or faults caused by chemical corrosion owing to incorrect maintenance of the water, the use of maintenance chemical products or the use of abrasive products unsuitable for cleaning of maintenance.
 - Damage or faults caused by general neglect in maintenance.
 - Damage or faults in the SPA owing to insufficient water below the marked limit and/or unsuitable temperatures.
 - Damage or faults caused by re-packaging for transport.
 - Damage or faults caused by force major or natural causes.
 - v. The product has been used for a purpose other than for what it is designed and for uses and services not provided. Keep to the public or private purposes of each model.
- 3.9 The Seller is responsible for finding out the local legal regulations and informing the builder, installer and/or user at the time of purchase. The Manufacturer is not responsible for covering any cost involved in modifying or adapting the Product to meet specific requirements, if any, once the product has been ordered.
- 3.10 The fitter or builder working on behalf of the user should ensure that there is a safety perimeter of half a metre around the spa in order to provide access to the equipment area in portable SPAS or to provide an access hatch in fitted SPAS, in order to allow for work in hidden areas. The base on which the SPA is placed should be designed to support its weight when in full operation. It should also have a drain so that overflow water or accidental leaks can be evacuated without any problems. The enclosure where the SPA is located should be designed to withstand condensation and damp. Any decoration around the SPA (at least one metre around it) should be water-resistant. Any costs incurred through the non-fulfilment of these instructions should be covered exclusively by the fitter or builder working on behalf of the user.
- 3.11 Damage caused during the transport of the Product is the responsibility of the carrier. The user or installer should open the packaging and inspect the product carefully. Any defect encountered should be notified immediately to the seller and forwarding company by means of a write reservation in the delivery note.