

Clearwater Spas

Limited Warranty

Thermal Hydra Plastics, LLC, dba Clearwater Spas ("Clearwater"), warrants solely to the original consumer purchaser ("owner") at the original installation site the following about your new Clearwater Spa manufactured after March 1, 2017 and purchased from an authorized dealer/ service provider ("dealer") for residential use in the United States or Canada.

20 Years

Shell Structure & Surface

Clearwater warrants the acrylic shell not to leak due to defects in material or workmanship for 20 years from the original spa purchase date. Clearwater also warrants to repair the spa shell interior surface if it blisters, cracks and delaminates for 20 years from the original spa purchase date. (*10 years for LITE series)

20 Years

RIM Cabinetry (select models)

Clearwater warrants the RIM cabinetry against defects in material and workmanship and shall not crack, splinter, rot or suffer water damage or structural damage from termites or fungal decay for twenty years from the original spa purchase date. This warranty does not include fading of the cabinet surface color or finish.

5 Years

Equipment

Clearwater warrants the operating equipment against defects in material and workmanship for five years from the original spa purchase date. This specifically covers control system, pump(s), and heater. Other equipment, but not limited to, such as pump seals & shafts, audio components, LED Lighting, Ozonator, Salt System, UV System, Copper System, and Wi-Fi modules are not included in the Five Year Equipment Warranty. (*2 Years for LITE series)

Plumbing

Clearwater warrants the plumbing and fittings not to leak for five years from the original spa purchase date. Gaskets and seals are not included in this warranty. (*2 Years for LITE series)

1 Year

Duratech Cabinetry (select models)

Clearwater warrants the Duratech cabinetry against defects in material and workmanship and shall not crack, splinter, rot or suffer water damage or structural damage from termites or fungal decay for one year from the original spa purchase date.

Cedar Cabinetry

Clearwater warrants the cedar cabinetry against defects in material and workmanship for one year from the original spa purchase date. Applying a sealant to the cedar on an annual basis is recommended for optimum appearance and longevity.

1 Year

Other Equipment and Parts

Clearwater warrants the following against defects in material and workmanship for one year from the original spa purchase date.

- Pump Seal & Shaft
- LED Lighting Controller, power supply, and lights.
- Stereo & Bluetooth Components including controls, power supply, and speakers.
- Ozonator
- UV System (UV bulb is excluded from this warranty and is warranted for 90 days).
- Salt System & Controls
- Copper System & Controls
- Control valves including air, water features, and diverter valves.
- Wi-fi Module (Connectivity Support is excluded and provided by the manufacturer of the module. See dealer for details).
- Jet Inserts*

*Labor is excluded as these are defined as and deemed an "Easily Removed Component (ERC)" and will be repaired or replaced at an authorized Clearwater Spa/Service Dealer.

Other Warranty

Clearwater warrants the following against defects in material and workmanship through time of delivery. No labor claim can be made against these items and is excluded from our warranty.

- Headrests, Cartridge Filters, Fuses, Jet Facings, and motor/pump power cords.
- Filter Covers and Bistro Tables (select models). Replacement of these parts are not guaranteed to have a matching color to the original.
- Filter Baskets & Skimmers
- Gaskets or O-Rings within pump(s), heater unions, and valves.
- The insulated spa cover and other spa accessories attached to the spa AFTER date of manufacture are not covered by this limited warranty. Please refer to your dealer for details regarding those product's separate warranty coverage.

Performance of Warranty

Please register your spa within 7 days of delivery. You can register your new spa at www.clearwaterspas.com. Your spa must be registered before any authorized warranty service work can be performed. In the event of a covered defect under this Limited Warranty, Clearwater or its' agent will make repair in accordance with conditions contained in this Limited Warranty. In doing so, Clearwater reserves the right, at its' option, to either repair or replace the defective spa or component.

The homeowner is required to provide full access to the spa cabinet's entire service side panels, without obstruction, to service all internal components. There will be no charge for parts or labor to repair the spa, however, you may incur a core-charge and shipping on the parts as well as a reasonable repair-person travel and mileage charge by the servicing company. Clearwater reserves the right to use either new or reconditioned replacement parts and they will carry the balance of the original part's warranty. If the covered defect cannot be repaired in the field, as determined by Clearwater, we reserve the right to have the spa shipped to the factory for repair or provide a replacement/exchange spa of equal value. In such an event, the spa owner will be solely responsible for the cost associated with the removal and shipping costs to the factory of the defective spa, shipping costs from the factory of the repaired/replacement spa, and the installation of the replacement spa. The replacement spa will carry the balance of the original spa's warranty. The liability of Clearwater under this Limited Warranty, if any, shall not exceed the original amount paid for the defective product. It is the responsibility of the spa owner to notify the factory, in writing, immediately upon discovery of a warranty claim. Neglecting this notification may void your claim.

Exclusions

The Clearwater Spas' limited warranty is void if any of the following occur:

- The spa has been altered, neglected, abused, or misused.
- Damage is caused by the shipping, mis-handling, or moving of the spa.
- Any repair is attempted by an unauthorized Clearwater service agent.
- The spa has been used in a commercial setting.
- Damage is caused by an Act of God or another cause outside Clearwater's control.
- Damage is caused by improper installation, operation, or maintenance (including water chemistry) according to the owner's manual or any other printed instructions from Clearwater.
- Damage is caused by the addition of any non-approved chemical substance.
- Damage is caused by subjecting an uncovered, unfilled spa to direct sunlight
- Damage is caused by the spa's water being outside the temperature range of 32°F-120°F (0°C-49°C).
- Scratches or microcrazing in the spa shell reported after the day of installation are not covered under the warranty. Micro-crazing is defined as an area of tiny shiny lines visible in area on the surface of some thermoplastic sheets. Additionally, although rare, minor imperfections, mold lines, orange peel on surface are known to occur in many types of plastic vacuum sheet materials. The surfaces of thermoformed acrylic hot tubs are not immune to this possibility and are not covered under the warranty.

Limitations

All warranties, implied or otherwise, including implied warranties for merchantability and fitness for a particular purpose, are limited to the terms set forth in this warranty. No representative of Clearwater, not its agents, distributors or dealers, has any authority to alter in any manner the terms of this Limited Warranty and Clearwater is not responsible for any undertaking, representation of warranty made by any other person beyond those expressly set forth in this warranty. This Limited Warranty only covers those items manufactured by Clearwater.

Disclaimers

The manufacturer and its' representatives will not be responsible for incidental or consequential damages and 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, cost for removal of defective product and removal of deck or custom surrounding, and water or chemical replacement cost. The liability of the Manufacturer 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 the Manufacturer and its designated representatives.

Legal Remedies

This Limited Warranty gives you specific legal rights. There are no warranties applicable to Clearwater products except as expressly stated herein or as implied by applicable state and federal laws. You may also have other rights that vary from state to state. Some states do not allow limitations on how long an implied warranty lasts, disclaimer of certain warranties, or the exclusion or limitation of incidental or consequential damages so some of the above limitations may not apply to you.

*Celebration and Spirit hot tubs have a 10-year structural and 5-year equipment/plumbing warranty.

*Lite Series hot tubs have 10-year structural and 2-year equipment/plumbing warranty.