

Thermal Guardian Spa Cover Manufacturer's Limited Warranty

Sonshine Covers, Inc. hereby issues to the original consumer purchaser ("Warranty Holder") of this Thermal Guardian spa/hot tub cover a limited warranty that the spa/hot tub cover is free from defects in workmanship and/or materials. This limited warranty is set forth on the date of purchase and is subject to the following terms, limitations, exclusions, and disclaimers:

5/3 YEARS: DELUXE, SUPREME & WALK-ON spa cover models are warranted to be free from defects in materials and workmanship for a period of Five Years (60 months). Foam cores featuring 2.0pcf density heavy-duty foam is warranted for a period of Three Years (36 months). Terms shall be pro-rated after the first 12 months.

3/1 YEARS: ULTRA spa cover models are warranted to be free from defects in materials and workmanship for a period of Three Years (36 months). Foam cores featuring 1.0pcf density foam is warranted for a period of One Year (12 months). Terms shall be pro-rated after the first 12 months.

2/1 YEARS: STANDARD spa cover models are warranted to be free from defects in materials and workmanship for a period of Two Years (24 months) from the original date of delivery. Foam cores featuring 1.0pcf density foam is warranted for a period of One Year (12 months). Terms shall be pro-rated after the first 12 months.

1 YEAR: BASIC spa cover models are warranted to be free from defects in materials and workmanship for a period of One Year (12 months) from the original date of delivery. BASIC spa covers are only warranted for indoor use. Outdoor use immediately voids the warranty.

THIS SPA COVER IS NOT A SAFETY COVER. IT IS NOT A CHILD-PROTECTIVE DEVICE. IT CANNOT BE WALKED ON, STOOD ON, AND/OR SAT UPON AND CANNOT HOLD EXCESSIVE WEIGHT. VINYL SPA COVERS PLACED IN DIRECT SUNLIGHT CAN GET EXTREMELY HOT AND MAY BURN.

SONSHINE COVERS INC. CANNOT BE HELD LIABLE OR RESPONSIBLE, UNDER ANY CIRCUMSTANCES, FOR INJURY AND/OR DEATH TO ANY PERSON AND/OR DAMAGES TO PROPERTY THAT MAY ARISE OUT OF THE USE OF THIS SPA COVER.

LIMITATIONS

This limited warranty is non-transferable. Warranty will terminate immediately upon transfer of spa/hot tub cover ownership from the original consumer purchaser prior to the expiration date of its warranty period.

This warranty does not cover COMMERCIAL USE spa cover installations. Commercial use shall be defined as any use of the spa in which the occupants are not the original owners of the spa cover and have either directly and/or indirectly paid for its use.

This limited warranty applies to your spa cover only during normal usage and care as outlined by Sonshine Covers, Inc. through the spa cover user manual, spa cover care tips pamphlet, and any addendum that is published by or with the written consent of Sonshine Covers, Inc. This warranty only covers the costs of repair and/or replacement of the warranted spa cover.

This warranty supersedes all other warranties. Either expressed or implied, in fact or at law, implied warranties merchantability, or fitness for a particular purpose, no warranty other than the words contained within will be recognized by Sonshine Covers, Inc.

PERFORMANCE

To obtain service in the event of a defect covered by this warranty, request a Return Authorization and instructions on how to present the defective cover or cover component us for warranty service via the email at warranty@spa-mart.com.

Purchaser must provide a copy of the original receipt as proof of purchase, and photos showing any claimed defect prior to consideration for a Return Authorization (RMA). Returns are never accepted without RMA. Sonshine Covers will repair or replace at their discretion, defects in materials or workmanship determined to be covered by the warranty on the following pro-rata basis: 1) Within the first twelve (12) months from the date of purchase: no charge to the warranty holder. 2) Depending on model, during months thirteen through twenty-four (STANDARD), thirty-six (ULTRA), or sixty (DELUXE, SUPREME, WALK-ON): Warranty holder shall be responsible for, respectively, 1/24th (STANDARD), 1/36th (ULTRA), or 1/60th (DELUXE, SUPREME, WALK-ON) of the current manufacturer's suggested retail price of a like model Sonshine Covers, Inc. Thermal Guardian spa cover for each full month since the date of purchase. Owner is responsible for freight cost of the cover or cover component to the warranty service facility and return freight cost of the original, repaired or replaced cover or component.

DISCLAIMERS

Owners must properly install the provided tie-down straps and lock the straps when not in use. Sonshine Covers Inc., the retailer, and its representatives shall not be liable for any injury, 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 or spa cover, and cost for removal or reinstallation of defective product, even if the manufacturer has been advised of the possibility of such damage. The liability of the manufacturer and the retailer under this Limited Warranty, if any, shall not exceed the original amount paid for the defective product or option. Coverage under this Limited Warranty shall commence on the purchase date and the duration coverage shall not extend for any reason beyond the stated time periods. These disclaimers shall be equally applicable to any service provided by the manufacturer or designated representatives. All disputes are subject to arbitration in the State of Ohio, Warren County, and subject to said laws.

LEGAL RIGHTS

This warranty gives you specific legal rights. You may also have other rights which vary from state to state.

EXCLUSIONS

This warranty does not cover damage due to improper use, accidents, wind, normal wear and tear, or any of the following:

- Failure to provide reasonable periodic maintenance.
- Cleaning with harsh chemicals, chlorine or abrasives.
- Damage caused by animals, vermin, mold or mildew.
- Alterations or unauthorized repairs.
- Damage to seams, vinyl, straps or core caused by a cover lifting or storage device.
- Damage, breakdown or delaminating of materials due to chemicals, ozone, or improper water balance.
- Breakage or sagging of the foam core, or bent metal reinforcement. Heavy or excessive loads caused by animals, failure to remove snow accumulation, weight of other objects, or persons sitting, walking, jumping or standing on cover, or other causes beyond our control, are not considered to be defects in materials or workmanship.
- Tearing, chaffing or scuffing of the vinyl jacket, vapor barrier or underside.
- Fading of vinyl or thread. This is a normal occurrence for all spa covers over time due to exposure to the elements, UV, and spa chemicals. Use of silicone oil or petroleum based vinyl treatments will void warranty. (Contact us for recommended treatments).
- Torn handles and tie-down straps. Handles are for the sole purpose of opening and closing spa covers while in place on the spa only. Handles are not intended to carry or remove a cover. Tie-down straps may tear or break if used to lift or carry the cover.
- Normal water absorption into the EPS core. EPS core may retain some moisture as a natural occurrence as the air between the EPS beads is displaced by water vapor. If the foam core becomes totally saturated from water absorption in the first twelve (12) months on models equipped with 1.0pcf foam or thirty-six (36) months on models equipped with 2.0pcf foam since the date of purchase and no other warranty excluded factors such as any holes, tears, punctures or breaches to the vapor barrier or vinyl jacket have contributed to the accelerated water absorption, the EPS core in question will be replaced at no charge.
- Melted or damaged vinyl, foam core, or other cover materials. Placing glass or other objects on cover (which magnify the heating effects of sunlight) or exposure of the cover to excessive heat from any source will damage any spa cover.
- Seepage of rainwater into the spa can naturally occur with any spa cover, and is not considered a defect. Our covers feature weep holes in the underside to allow accumulated water to drain.
- Any damage resulting from events of nature, wind or storm damage, or acts of God.

THIS WARRANTY IS EFFECTIVE FOR COVER MANUFACTURED AFTER 01/01/2017.

COVERS MANUFACTURED AND WARRANTED BY:

Sonshine Covers, Inc. 1228 Castle Drive, Mason OH 45040
800-823-3618 warranty@spa-mart.com

