

# INTERNATIONAL WARRANTY LIMITED

This PDC International, Inc. Spa is hereby warranted to be free of all defects in material and workmanship from the date of delivery, **TO THE ORIGINAL PURCHASER AND THE ORIGINAL PURCHASER ONLY AT THE ORIGINAL SITE OF DELIVERY.**

The term of this Limited Warranty shall start at the time of delivery to the original purchaser or one (1) year from the time of manufacturing; whichever occurs first.

## THIRTY-FIVE YEAR STRUCTURAL WARRANTY

PDC International, Inc. warrants the LX & SE series spa shell structure, namely fiberglass reinforcements, against defects in materials and workmanship as follows: One Hundred Percent (100%) of retail replacement or repair cost in years one (1) through twenty (20); Seventy-five percent (75%) of retail replacement or repair costs in years twenty-one (21) through twenty-five (25); Fifty percent (50%) of retail replacement or repair costs in years twenty-six (26) through thirty-five (35). This warranty means the spa shell will not leak, remain structurally sound and capable of holding water only, and against loss of water through the fiberglass laminate of the spa shell caused by defects in materials and workmanship. The term "retail replacement or repair cost" for purpose of express definition shall mean the then current retail price of the model spa shell or the then current repair charge for the same or similar problem for which PDC Intl., Inc. is then offering said shell or repair to the general public, excluding sales or special offers. Additionally, for purpose of express definition, the term "structural warranty" excludes the spa interior-finish, all factory installed accessories and pre-plumbing, wood skirts, and support equipment. PDC Intl., Inc. reserves the right to repair or replace at its sole option, and any such replacement or repair shall assume as its warranty period only the remaining time under this warranty for the original product.

## FIFTEEN YEAR SURFACE FINISH WARRANTY

PDC International, Inc. warrants the surface finish of its LX & SE series Acrylic and Granite finish spas to be free from blistering and cracking due to a defect in material or workmanship as follows: One hundred percent (100%) of retail repair or replacement in years one (1) through five (5); Fifty percent (50%) of retail or replacement in years six (6) through fifteen (15). This surface finish does not apply to discoloration or fading. The term "retail replacement and repair costs" shall be expressly defined as set forth above. Additionally, for purpose of express definition, the term "finish warranty" excludes the spa structure, all factory installed accessories and pre-plumbing, wood skirts, and support equipment. PDC Intl., Inc. reserves the right to replace or repair at its sole option, and any such replacement or repair shall assume as its warranty period only the remaining time under this warranty for the original product.

## THREE YEAR EQUIPMENT / PLUMBING WARRANTY

PDC International, Inc. warrants the SE and LX series spas to the original owner from the original date of purchase the factory installed electrical components—specifically the pumps, heater, and control systems—and the factory installed plumbing components against defects in workmanship or materials for a period of three (3) years. This warranty is intended to cover the component only and does not include labor and shipping charges. This warranty does not cover normal wear and tear items such as, but not limited to, pump seals, pump bearings, lights, lenses, ozone systems, fuses, headrests, cabinet finish, filters, o-rings, and removable jet parts which are warranted to be free of defects in materials and workmanship at time of delivery. This warranty does not cover stereo systems or entertainment equipment. Any replacement part covered under this warranty shall assume as its warranty period only the remaining time under this warranty for the original product.

## EXCLUSIONS

THIS WARRANTY DOES NOT APPLY to any defects caused by negligence, alterations, misuse, accidents, or intentional vandalism. Examples of the more common acts of negligence which will invalidate this warranty are: (1) use of any chemical or cleaning agent not intended for spa use or used in quantities unacceptable. Please refer to your owners manual for instructions on properly maintaining the required chemical balance; (2) failure to adequately protect your spa from extremes in temperature; spa covers and other accessories are available to assist you In this regard; and (3) improper installation by Buyers who either install or personally arrange installation of their spa. As specified in your owners manual, your spa must be installed on a level surface, if portable, or adequately back-filled with sand if installed In-ground. Failure to follow these simple precautions will result in excessive stress in areas of your spa with cracking resulting. Spa must be filled with water and checked for leaks before being back-filled with sand or before decks are installed around spa. If the spa is installed, back-filled, and in place, PDC Intl., Inc. shall have no liability for leaks or other defects pertaining to spa except as set forth in this Limited Warranty. **When planning your spa installation site, prepare for the unlikely event of rapid spa drainage.**

## DISCLAIMERS

UNDER NO CIRCUMSTANCES shall manufacturer be responsible for payment, or any part thereof, of expenses incurred by Buyer for providing reasonable access to the part to be repaired, or, in circumstances where such access or removal is blocked or prevented by modification, alterations, or improvements constructed by Buyer after original purchase, and/or where actual access to the spa location has been modified subsequent to original delivery (if spa was delivered by manufacturer or its agent) to either prevent such access or cause it to be more costly.

PDC Intl., Inc. neither assumes nor authorizes any Retailer or other representative or person to assume for it any other liability in connection with the sale or shipment of the above specified products. PDC Intl., Inc. reserves the right to make changes or improvements in our products without incurring any obligation to similarly alter products previously purchased. The above Limited Warranties shall be initiated at the time of delivery to spa purchasers site or one (1) year from the date of manufacturer (whichever occurs first).

All charges to be paid by the purchaser under the guidelines of this warranty shall be paid in advance to PDC Intl., Inc.

PDC Intl., Inc. makes no other express warranty or affirmation of facts, by words or act, except as stated above, and no other express warranty or affirmation of fact by words or act, except as stated above, is made or authorized by PDC Intl., Inc.; this warranty is expressly in lieu of all other warranties, liabilities or obligations PDC Intl., Inc. may have. **THE DURATION OF ANY IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SPA SHALL BE LIMITED TO SIX (6) YEARS AFTER THE DATE OF PURCHASE BY THE ORIGINAL PURCHASER. PURCHASER'S REMEDIES IN THE EVENT OF A BREACH OF ANY IMPLIED WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL BE THE SAME AS AND LIMITED TO, THE PURCHASER'S REMEDIES IN THE EVENT THE SPA FAILS TO CONFORM TO THE EXPRESS WARRANTY AS SET FORTH ABOVE;** i.e. the repair or replacement of the spa, at PDC Intl., Inc. option, subject to the payment of the "use" charge, labor charge, transportation charges, and the costs of removal and reinstallation by purchaser. **PDC INTL., INC. DISCLAIMS LIABILITY FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGES OR FOR ANY DAMAGES ARISING FROM THE USE OR FAILURE OF THE SPA OR ANY PART THEREOF. THIS DISCLAIMER APPLIES DURING AND AFTER THE WARRANTY PERIOD. PDC INTL., INC. SOLE LIABILITY AND PURCHASER'S EXCLUSIVE REMEDY FOR ANY CLAIMS AGAINST PDC INTL., INC. FOR ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE OR BREACH OF AN IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IRRESPECTIVE OF WHETHER SUCH DEFECTS ARE DISCOVERABLE OR LATENT, SHALL BE THE REPAIR OR REPLACEMENT AS SET FORTH ABOVE, OF THE SPA PROVING TO BE DEFECTIVE, AT PDC INTL., INC. OPTION OR, AT PDC INTL., INC. OPTION, THE RETURN OF THE PURCHASE PRICE. IN NO EVENT SHALL PDC INTL., INC. HAVE LIABILITY EXCEEDING THE PURCHASE PRICE PAID BY PURCHASER.**

Any action arising out of or relating to this Limited Warranty, whether by or against you or us, may be brought in and only in the Court of Common Pleas of Lycoming County, Pennsylvania or the United States District Court for the Middle District of Pennsylvania and must be brought within one (1) year of the date the cause of action arises.

## PROCEDURE

In the event the spa tub is believed to be defective within the warranty period, first write or call the Retailer from whom the product was purchased. The Retailer will provide additional instructions. If you are unable to resolve your claim satisfactorily with the Retailer, write to PDC Intl., Inc., P.O. Box 4007, Williamsport, PA 17701. Give Retailer's name, address, date, and COPY OF RETAILER'S INVOICE, and description of the nature of the defect. If the product was damaged in transit to you, file a claim with the carrier.

PDC International, Inc. reserves the right to inspect the malfunction or defect on location. If the manufacturer determines that repair of the covered defect is not feasible, it reserves the right to provide a replacement spa instead; equal in value to the purchase price of the original spa. In such an event, reasonable costs for removal of the original spa, shipping costs from the factory for the replacement spa, and delivery and installation of the replacement will be the responsibility of the spa owner. The replacement spa will carry the balance of the original spa's warranty.