

## 1. GENERAL FEATURES

- 1.1 In accordance with these provisions, the seller guarantees that the EP-ELEMENTS product corresponding to this warranty ("the Product") does not show any lack of conformity during delivery.
- 1.2 The Warranty Period for the Product is two (2) years and will be calculated from the time of delivery to the buyer.
- 1.3 If there is a lack of conformity of the Product and the buyer notifies to the seller during the Warranty Period, the seller must repair or replace the Product assuming the cost in the place where it deems appropriate, unless it is not viable or disproportionate.
- 1.4 When the Product cannot be repaired or replaced, the buyer may request a proportional reduction in the price or, if the lack of conformity is sufficiently important, the rescission of the contract.
- 1.5 Parts replaced or repaired under this warranty will not extend the term of the original Product warranty but will have their warranty.
- 1.6 For the application of this guarantee, the buyer must prove the date of purchase and delivery of the Product.
- 1.7 Whenever the buyer alleges lack of conformity of the Product, he must prove the origin and existence of the alleged defect..
- 1.8 This Warranty Certificate does not limit or prejudice the rights corresponding to consumers under national mandatory rules.

## 2. SPECIAL CONDITIONS

- 2.1 This guarantee covers the following products and families of the Iberspa brand: portable, built-in SPAS and compact kits, for public and private use.
- 2.2 This Warranty Certificate will only be applied in the countries of the European Union.
- 2.3 For the application of this guarantee, the buyer must strictly follow the Manufacturer's instructions included in the documentation attached to the Product, when this is applicable according to the range and model of the Product.
- 2.4 When a programmed replacement, maintenance or cleaning of certain parts or components of the Product is specified in a schedule, then the guarantee will only be valid when that schedule has been followed correctly.
- 2.5 In case of replacement, all charges or expenses of freight to or from the factory, moving or reinstalling the Product, or installation of the replacement, are the responsibility of the buyer.
- 2.6 The manufacturer is not responsible for the damages and / or expenses produced by the stoppage of the activity, as well as delays or costs for materials derived from the substitution or replacement of the Products.
- 2.7 The manufacturer does not authorize other persons to extend any guarantee regarding its articles nor does it assume to be subject to any unauthorized guarantee granted with the seller of its Products.
- 2.8 The manufacturer's service requirements during the warranty extension period must be made through the seller or installer that had supplied the Product to the buyer.

## 3. LIMITATIONS

- 3.1 This guarantee will only be applied to those sales made to the final user.
- 3.2 The guarantee does not cover cases of incorrect installation or commissioning, unless this installation or commissioning is included in the purchase and sale contract of the Product and has been carried out by the seller or under his responsibility. This circumstance is covered by the installer or seller who has carried out that installation.
- 3.3 The inspection of the item and the verification of its correct condition, without defects or damage before installation, is the responsibility of the installer acting for the seller or the user. The guarantee has no effect in case of installing the product without having carried out such revision.
- 3.4 It is the responsibility of the installer who acts for the seller or the user to check the Spa in full operation once installed to ensure the correct installation and tightness. The guarantee has no effect if such verification has not been carried out.
- 3.5 The guarantee does not cover the visits without defect of the product. Neither are damages/failures caused by superior strength, natural phenomena or events, or external to the device, such as abnormal electrical voltage, water pressure, etc.
- 3.6 The warranty does not cover damage caused deliberately, due to negligence, incorrect use or those caused by lime, salts or impurities contained in the water, as well as solvents.
- 3.7 The product is also not covered by the guarantee in the following cases:

**3.7** The product is also not covered by the guarantee in the following cases:

**3.7.1.** It has been installed or started up incorrectly, thus causing damage or failure caused by installation or handling errors, inappropriate environment:

- Poorly settled and / or uneven level.
- Not having fully tested the SPA - once installed - with water, to make sure it is properly installed and watertight.
- Failure to observe the instructions for the configuration of tubes or standard circuit, minimum and maximum distances of the installation.
- Failure to observe the electrical installation, voltage and circuit instructions of the manufacturers of the integrated accessories.

**3.7.2.** It has been inspected, repaired, maintained or manipulated by an unauthorized person, without the manufacturer's knowledge. Especially when the following circumstances occur:

- Damage or failure caused totally, or partially, by a modification of the circuit or the standard design.
- Damages or failures caused by not following the specifications of the instruction manual.

**3.7.3.** Has been repaired or maintained with non-original parts

**3.7.4.** The following had been incorrectly treated:

- Damage or failure of the SPA due to exposure to temperatures below 0° C (32° F) or above 50° C (125° F). Due to do not protect the SPA from the elements, following the instructions in the Manual.
- Damage or failure caused by water hammer.
- Damage or failure due to chemical corrosion caused by poor water maintenance, the use of maintenance chemicals or the use of abrasive products, unsuitable for cleaning or maintenance.
- Damages or failures due to the general neglect of its maintenance.
- Damage or failure of the SPA due to the use of insufficient water, below the marked limit and / or inappropriate temperatures.
- Damage or failure caused by transport repackaging.
- Not having protected the SPA during periods of inactivity with a suitable cover.

**3.7.5.** It has been destined for a different use from that for which it was designed, and whose characteristics and benefits it does not contemplate. Attend to the purposes of each model, public or private.

**3.7.6.** For SPAS supplied with a cover, the guarantee will not cover the inappropriate use or the following points:

- Damage caused by inadequate chemical treatment of the water or by the contact of the cover with chemical products.
- Damage caused by improper installation or during transport from the seller to the buyer.
- Damage resulting from improper use, abuse, neglect, cases of superior strength, accidents or alterations (for example, covers, animals, excessive wind or weight).

**3.8** The Seller is not responsible for the knowledge of local regulatory and legal requirements and its notification to the builder, installer and / or user during purchase. The Manufacturer is not responsible for assuming any cost of modification or adaptation to meet the specific requirements, if any, once the product has been ordered.

**3.9** The installer or builder acting for the user must respect a security perimeter of half a meter around the SPA to allow access to the equipment area in portable SPAS, or to allow a free access hatch in built-in SPAS, foreseeing possible interventions in hidden areas. The place where the SPA is supported must be properly designed to support its weight in full operation, as well as have a drain to be able to evacuate water from overflows or accidental leaks without problems. This equipment is at risk of flooding, so it must be installed in an area prepared to collect and drain all the water that could be spilled by the normal use of the SPA or due to possible leaks. The enclosure where the SPA must be designed to withstand condensation and a humid environment. The ornamental environment of the SPA (minimum one meter around it) must be resistant to the effects of water. The responsibility for the costs related to the non-fulfilment of this premise, must fall exclusively on the installer or manufacturer that acts for the user.

**3.10** Damage occurring in transit of the item is the responsibility of the carrier. The user or installer must open the packaging and inspect the item thoroughly upon receipt. If any defect is discovered, the seller and the carrier must be informed immediately by a reclamation on delivery.



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