

# LIMITED WARRANTY

## PREMIER SERIES

Grand River Spas (“Grand River”) warrants only to the original consumer purchaser (“you” or “your”) the following about your new Premier Series Grand River spa (“spa”), when purchased from a Grand River authorized dealer or service provider (“dealer”). This Limited Warranty (this “Warranty”) does not extend to any subsequent owner or other transferee of the spa and shall terminate upon any transfer of the spa. This Warranty is effective for all Grand River models manufactured on or after January 1, 2025.

### LIMITED LIFETIME Spa Shell Warranty

Grand River warrants against the loss of water through the shell caused by defects in materials and workmanship for as long as you own the spa. The warranty described in this paragraph does not cover: (a) variances in the shell surface (these are a natural result of the compound mixture and do not compromise the structural stability of the shell); (b) minor blemishes or scratches; or (c) cosmetic color and surface texture changes due to normal use. Grand River may change the availability of the warranty described in this paragraph at its discretion.

### 5-YEAR Cabinet Warranty

Grand River warrants the cabinet panels and corners to be free from defects in materials and workmanship for a period of five years. Fading and weathering of the cabinet will occur naturally over time and are not considered defects. The warranty described in this paragraph does not cover damage to the cabinet due to improperly installed cover lifters (including lack of proper support for lifter components).

### 3-YEAR Limited Component Warranty

Grand River warrants all factory-installed electrical equipment and plumbing components to be free from defects in materials and workmanship for a period of three years. “Electrical equipment and plumbing components” mean the pump(s), heater, control system, jet fittings, filter assembly, internal plumbing, internal glue joints, and hoses.

Some parts not described in the paragraph before this, but that are easily removed from the spa and do not require specialized tools or knowledge or create personal safety issues, are warranted to be free from defects in materials and workmanship for a period of 30 days. Since these parts can be replaced by you, the warranty for these parts does not include a dealer service call. The parts included in this 30-day warranty are jet inserts, air controls or diverter handles, pillows, filter elements, spa light bulb, and drain valve caps.

### 1-Year Ozone System Warranty

Grand River warrants the factory-installed ozone system to be free from defects in materials and workmanship for a period of one year.

### 1-Year LED Light Assembly Warranty

Grand River warrants the factory-installed interior LED light assembly to be free from defects in materials and workmanship for a period of one year.

### 1-Year Audio System Warranty

Grand River warrants the factory-installed audio system to be free from defects in materials and workmanship for a period of one year.

### 3-Year Limited Spa Cover Warranty

The spa cover included with your Grand River spa is not manufactured by Grand River. All warranty claims must be submitted directly to the specific cover manufacturer. Your authorized Grand River dealer can provide warranty details and claim information upon request. The warranty described in this paragraph does not cover any of the following:

- Damage to the spa cover due to improper water chemistry, improper PH levels, excessive use of sanitizers or any other chemical that may dissolve or remain undissolved on the spa shell, or the use of caustic cleaning solutions.
- Foam core breakage or deterioration or torn vinyl from excessive weight (including from rain, water, snow, excessive heat, animals, or humans).
- Foam core moisture absorption due to foam breakage or damage to plastic barrier.
- Chaffing, scuffing, or worn holes from dragging or storing the cover against sharp objects.
- Fading of vinyl and thread (fading is not considered a defect, but a naturally occurring circumstance due to normal chemical maintenance, exposure to the sun, and aging of the cover).
- Torn handles (handles are for opening and closing the cover only; they are not designed to carry the cover).

## LIMITATIONS APPLICABLE TO ALL WARRANTIES

### Remedies

With respect to each of the individual warranties described above, Grand River will, in its sole discretion, either repair or replace the spa or portion thereof subject to warranty free of charge. If Grand River decides to replace your entire spa, Grand River reserves the right to provide a substitute spa model if your model is not available.

### Extent of Warranty

This Warranty extends only to the Grand River spa you purchased and installed within the country of purchase. Unless stated otherwise, this Warranty begins on the date of delivery of the spa to you, but in no event later than one year from the date of purchase. This Warranty terminates if the spa is installed or relocated outside the country of purchase prior to the expiration of the applicable warranty period. No warranty period will be extended if Grand River repairs or replaces your spa or portion thereof.

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### LIMITATIONS APPLICABLE TO ALL WARRANTIES cont'd

#### Warranty Performance

To make a claim under this Warranty, contact the dealer where you purchased your spa. In the event you are unable to obtain service from your dealer, please contact Grand River by email at [connect@grandriverspas.com](mailto:connect@grandriverspas.com), by phone at 616-248-7800, or by mail at 2725 Prairie SW, Wyoming MI 49519, Attn: Customer Service Department. You must give Grand River, or your dealer written notice of any warranty claim, along with a copy of your original purchase receipt indicating the date of purchase and the date of delivery, within 30 days of the time you discover the claim. Grand River reserves the right to inspect the malfunction or defect on location.

Except as described herein, you will not be charged for parts or labor for defects covered by this Warranty. The servicing dealer may charge you a trip charge that is not covered by this Warranty. Please contact your dealer for information regarding any such charges. Pre-authorization is required for in-field service and related travel cost where there is no Grand River dealer available.

#### Warranty Limitations

This Warranty does not cover any defects or damage due to: (a) transportation; (b) storage; (c) improper installation or use (including installations made by anyone other than an authorized representative of Grand River); (d) failure to follow the product instructions (including any failure to follow your spa's Owner's Manual) or to perform any preventive maintenance; (e) alterations or modifications without Grand River's prior written consent; (f) use of a component or accessory not approved by Grand River; (g) unauthorized repair; (h) normal wear and tear; or (i) external causes such as accidents, abuse, misuse, or other actions or events beyond Grand River's reasonable control.

This Warranty also does not cover any of the following:

- o Damages related to electrical components if a licensed electrician did not install the electrical hook-up.
- o Ground fault current interrupter (G.F.C.I.) nuisance tripping.
- o Damage resulting from operating the spa at a water temperature outside the range of 32° F to 104° F for any reason.
- o Spa shell surface damage or discoloration resulting from improper water chemistry, improper PH levels, excessive use of sanitizers or any other chemical that may dissolve or remain undissolved on the spa shell, or the use of caustic cleaning solutions.
- o Damage to any and all components (including jets, pumps, valves, control circuits, and any related component) that come in contact with water due to any type of improper chemical balance.
- o Damage caused by excessive exposure of the spa shell or its components to the sun with no water in the spa (spa cover must be kept on spa at all times when not in use – filled or empty).

- o Consequential damages of any kind (including failure of any component part in the spa) caused by freezing.
- o Your initial installation costs.
- o Cost of removal or reinstallation of the spa or its components.
- o Cost of freight or delivery of the spa to or from the dealer or manufacturer.
- o Leaking unions at pump and heater (see instructions included with the spa).
- o Re-foaming costs.
- o Radio or audio reception not due to the performance of the receiver.
- o Any Grand River spa that is permanently enclosed within a room or surrounding structure, or that is installed in an in-ground application, without providing adequate access and ventilation.
- o Any Grand River spa that is used for a commercial or industrial application.

#### Disclaimers

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

GRAND RIVER HEREBY LIMITS THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO ONE YEAR.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

GRAND RIVER'S RESPONSIBILITY FOR DEFECTIVE SPAS IS LIMITED TO REPAIR OR REPLACEMENT AS DESCRIBED ABOVE IN THIS WARRANTY.

#### Limitation of Liability

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND GRAND RIVER'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. GRAND RIVER'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE SPA, NOR SHALL GRAND RIVER UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT (INCLUDING, WITHOUT LIMITATION, DAMAGE OR REMOVAL OF LANDSCAPING, DECKING, GAZEBOS, OR OTHER PROPERTY, OR THE COST TO REMOVE OR REINSTALL THE SPA, IF NEEDED).

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.