

Thermal Guardian Premium Spa Covers

5 Year Limited Warranty

Independent Industries, Inc. hereby issues to the original consumer purchaser ("Warranty Holder") of this Thermal Guardian spa/hot tub cover a five (5) year limited warranty that the spa/hot tub cover is free from defects in workmanship and/or materials. Foam cores are warranted against water-absorption for a period not less than twelve (12) months, but up to thirty-six (36) months. See below for details. This five year limited warranty is set forth on the date of purchase and is subject to the following terms, conditions, exclusions, and 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.

Independent Industries, Inc. authorizes no other agent and/or representative to change and/or augment this limited warranty in any way. Either expressed or implied, no warranty other than the words contained within will be recognized by Independent Industries, Inc.

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.

INDEPENDENT INDUSTRIES 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.

This limited warranty applies to your spa cover only during normal usage and care as outlined by Independent Industries, 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 Independent Industries, Inc. This warranty only covers the costs of repair and/or replacement of the warranted spa cover.

Should you discover a defect, as covered by this limited warranty, during the warranty period:

- Warranty holder shall submit written notice of the defect within fourteen (14) days of the discovery of the defect along with a copy of the original purchase receipt of the spa/hot tub cover or spa/hot tub and cover which shows the date of purchase. Failure to provide proof of original purchase automatically voids any warranty claim.
- Upon receipt of the written notice, an Independent Industries, Inc. representative will verify that a warranty card is on file matching the customer information and call warranty holder to perform a pre-inspection briefing which will include packaging instructions along with a Warranty Inspection Authorization Number (WIAN). Absolutely no shipment will be received for inspection without a WIAN clearly labeled on the box.
- Having received the WIAN from an Independent Industries, Inc. representative, warranty holder shall send the warranted Thermal Guardian spa cover to the nearest Independent Industries, Inc. manufacturing facility for warranty inspection.
- Independent Industries, Inc. will repair or replace, at its discretion, any defects, if upon inspection the defect is found to be covered by the warranty. The execution of cost liability for this Five Year Limited Warranty is pro-rated as listed below.
- The repaired or replaced cover will be shipped from our facility no more than thirty (30) days from receipt of defective cover.

The following are excluded from the coverage of the warranty:

- Foam breakage and/or torn vinyl. This spa cover is not intended to be walked on, stood on, or sat upon. Foam breakage or deterioration and/or torn vinyl from excessive weight caused by rain, water, snow, excessive heat, animals, humans, and/or any other acts of God.
- Damage caused by lack of maintaining proper spa water chemistry and/or excessive use of spa water chemicals. Particular points of emphasis are pH levels, sanitizer levels, and the use of non-spa-formulated agents. See the spa cover's manual or your local spa chemical reseller for details.
- Torn handles: Handles, if equipped, are for opening and closing the cover only. They are not designed to be used in order to carry the cover and therefore are not covered under the warranty.
- 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 Thermal Guardian models or twenty-four (24) months on Thermal Guardian Deluxe or Walk-On models since the date of purchase and no other warranty excluded factors have contributed to the accelerated water absorption, the EPS core in question will be replaced at no charge. If the foam cores are equipped with the double-wrapped vapor barrier option and the Warranty Holder has purchased a floating spa cover* and has continually used it in conjunction with your Thermal Guardian spa cover, the warranty period against water absorption shall be extended and extra twelve (12) months. *Floating spa cover must have been purchased at the time of Thermal Guardian spa cover purchase in order to verify good working condition of this protective barrier.
- Damage to covers in transport.
- Alterations made by anyone or any company other than Independent Industries, Inc. will void the warranty.
- Fading of vinyl and thread : This is not considered a defect, but a naturally occurring circumstance due to normal chemical maintenance, exposure to the sun, and aging of the spa/hot tub cover.
- Chaffing, scuffing, and/or worn holes in cover from dragging or storing it against sharp objects.
- Damage caused by improper installation.
- Damage caused by neglect, damage arising out of improper use of the spa cover or from the use of a cover removal system and/or damage as a result of failure to provide reasonable, periodic maintenance by the warranty holder.
- Cost of freight to and from the Independent Industries, Inc. manufacturing facility.

Cost Liability of Involved Parties:

- Freight cost to Independent Industries, Inc. for warranty inspection, repair, and/or replacement is solely the responsibility of the warranty holder. Independent Industries, Inc. prefers to avoid having the Warranty Holder physically sending back the cover except under circumstances that preclude the warranty inspection to take place by the means of images, statements and affidavits.
- Freight cost back to warranty holder is solely the responsibility of the warranty holder.
- If upon inspection it is determined that there is a valid warranty claim, Independent Industries, Inc. will either repair or replace the Thermal Guardian spa cover based 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) During months thirteen (13) through sixty (60): Warranty holder shall be responsible for 1/60th of the current manufacturer's suggested retail price of a like model Independent Industries, Inc. Thermal Guardian spa cover for each full month since the date of purchase.

IMPORTANT NOTE

This limited warranty is only valid after the warranty card has been filled out completely, signed, and mailed back to Independent Industries, Inc. within 90 days of the purchase date. Without a completed registration card on file with Independent Industries, Inc., your spa cover does not have a warranty. Warranty cards will be kept on file at Independent Industries, Inc. for the event a warranty claim is made.