

# ThermaVault™

## Limited Warranty

### PRODUCTS COVERED

**ThermaVault™ Value**

**ThermaVault™ Premier**

**ThermaVault™ Extreme**

### LIMITED WARRANTY ON THERMAVAULT SPA COVER PRODUCTS

#### *Introduction*

Thank you for your recent purchase of a ThermaVault™ brand Spa Cover. We believe we manufacture the highest quality and most attractive spa covers available anywhere, and that is why we stand behind them with one of the best warranties in the industry. We have attempted to write this warranty in clear terms, including the limitations and restrictions. However, if anything in this warranty is not clear to you, please call us at 1-314-780-9547, send us an email at [warranty@hot-toppings.com](mailto:warranty@hot-toppings.com), or visit our Web site at <http://www.hot-toppings.com> for more information.

#### *Who is Covered*

If you live in the United States or Canada and you are the original consumer purchaser, (i.e., the homeowner, not the installer or contractor) of one of our ThermaVault spa cover products listed below, you are entitled to the benefits of this warranty.

#### *Transferability of this Warranty*

This warranty is non-transferable. Only the original consumer purchaser is covered by this warranty.

#### *How Long are You Covered*

The duration of your warranty depends on the type of spa cover you purchased. See the chart below for the specific warranty period that applies to your spa cover.

<b>ThermaVault Model</b>	<b>5 Years</b>
Value	X
Premier	X
Extreme	X

### *When Does Coverage Begin*

Your coverage term begins on the purchase date of your spa cover. If your ThermaVault spa cover was included with your hot tub purchase, then it begins on the date of the purchase of the hot tub/cover combination. You must provide proof of purchase date to be able to submit claims against this warranty.

### *What is Covered*

We warrant that your ThermaVault spa cover is free from any manufacturing defect that materially affects its performance while on your spa or hot tub, except damage caused by anything listed below in the “*What is Not Covered*” section.

### *What is Not Covered*

Damage to the product due to any cause not expressly covered herein. After our spa covers leave our manufacturing facility, they are subjected to conditions and handling beyond our control that could affect their performance. This warranty does not cover any problems with non-defective spa covers exposed to abusive conditions or handling beyond our control. Some examples of conditions not covered by this warranty include:

1. Acts of God such as hail storms, tornados, and damaging winds that may blow your spa cover off of the hot tub;
2. Any abusive handling, shipping, operation, or conditions such as someone or something falling on your ThermaVault cover and damaging the operation or appearance of the cover;
3. Improper or faulty installation of your spa cover - installation must be in accordance with our written installation instructions;
4. Discoloration or fading of any of the materials caused by the Sun, chemicals, excessive heat, algae, fungi or lichens;
5. Damage to the spa covers from cover lifters not on our approved list, Please visit <http://www.hot-toppings.com> to see all the cover lifters we have certified for use with our ThermaVault products;
6. Damage to the spa covers caused by alterations made after installation, including structural changes, painting, or the application of cleaning solutions, coatings, or other modifications; and;
7. Any costs that you incur which are not authorized in advance by Hot Toppings, LLC.

### *What is Your Remedy*

Manufacturing Defects – If the performance of your spa cover is ever materially affected during the term of this warranty by a manufacturing defect, as reasonably determined by Hot Toppings, we will attempt to repair (not including labor) or replace the spa cover (not including shipping), subject to certain limitations. Specifically, we will not pay for the cost to remove, recycle, or ship back your old spa cover unless we deem reasonably necessary.

### *What About Color Fading*

When exposed to direct sunlight, ALL plastic tends to fade and become brittle. To combat these negative aspects of High Density Polyethylene plastic a chemical UV protective additive is added during manufacturing to protect the plastic components from becoming brittle. This UV additive however does not protect against color fading. The minor loss of color from plastic is a normal occurrence in the presence of Sunlight and in no way affects the operation or structural integrity of the ThermaVault product. Darker plastics (those with more carbon content) tend to perform much better than lightly colored plastics. Therefore it is reasonably expected that some color fading is completely normal. This warranty does not cover changes in the product appearance due to color fading.

### *What About Warping or Sagging*

When plastic is exposed to repeated heating and cooling cycles, the upper surface sections of the ThermaVault cover may bow, warp or sag slightly. This does not affect the structural integrity of the cover or prevent the cover from maintaining an efficient seal against your spa top. We've taken considerable steps to design and engineer the ThermaVault product to reduce warping, but it may occur depending on the installation environment. This warranty does not cover changes in the product appearance due to warping, bowing or sagging.

### *Replacement Cover Variations*

As a result of our ongoing efforts to improve and enhance our spa cover product line, we must reserve the right to discontinue or modify our spa covers, including their colors. We are not liable to you if you make a warranty claim in the future and any replacement spa covers you receive vary in color either because of normal weathering or changes in our product line. You should understand that if we replace your spa cover under this warranty, we reserve the right to provide you with a substitute spa cover that is comparable only in quality, size, and price to your original spa cover.

### *Claims Process*

To make a claim under this limited warranty, you can do so as long as you're within the stated coverage period. Just call us at 1-314-780-9547, send us an email at [warranty@hot-toppings.com](mailto:warranty@hot-toppings.com), or send us a letter addressed to Hot Toppings, LLC, Customer Service, 1468 Summerpoint Lane, St. Louis, MO 63026. Please explain the problem and include proof of purchase for the spa cover. Shortly after we receive your communication, we will contact you regarding your claim and will walk you through the process. To fully evaluate your claim, we may ask you to provide, at your expense, pictures of your spa cover and/or component samples for us to test. If you have any questions, do not hesitate to contact us.

### *Limitations*

ANY IMPLIED WARRANTY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PROVIDED ABOVE UNLESS A SHORTER PERIOD IS PERMITTED BY LAW. YOUR REMEDY FOR DEFECTIVE SPA COVERS IS FULLY DESCRIBED IN THE PRECEDING SECTION "WHAT IS YOUR REMEDY." YOU

ARE NOT ENTITLED TO ANYTHING MORE THAN WHAT IS DESCRIBED IN THAT SECTION.\* WE ARE NOT RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING DAMAGE TO YOUR HOME, SPA, OR DECK.

Some states do not allow limitations on how long an implied warranty lasts and/or do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

### *Contact Information*

If for any reason you have any questions or concerns about our product warranty, please call our Customer Service line at 1-314-780-9547, or email us at [warranty@hot-toppings.com](mailto:warranty@hot-toppings.com) and explain the question. Also, visit us on the web at [www.hot-toppings.com](http://www.hot-toppings.com) for more information.



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