



Distributor Warranty

CLEARLIGHT SAUNAS AUSTRALIA PTY LTD | CLEARLIGHT SAUNAS NEW ZEALAND PTY LTD

Clearlight Saunas Australia Pty Ltd and Clearlight Saunas New Zealand Pty Ltd (“The Company”) offers the following to the original purchaser of any distributed Jacuzzi® Sauna (“Sauna”) and designated parts and accessories:

Product	Indoor Residential-Use Saunas*	Outdoor Residential-Use Saunas	Commercial-Use Saunas
Jacuzzi® Sauna Cabin	Lifetime	5Years	5Years
Factory-Installed Sauna Controls and Wiring	Lifetime	Lifetime	5Years
Factory-Installed Heater Components	Lifetime	Lifetime	5Years
Factory-Installed Audio Components	Lifetime	Lifetime	5Years
Labour on Jacuzzi® Sauna Cabin (Australia & New Zealand only)	7 Years	5 Years	5Years
Labour of Factory-Installed Components (Australia & New Zealand only)	7 Years	5 Years	5Years
Water-Resistant Cover (Fabric only. See manufacturers warranty.)	1Year	1Year	1Year
Non-Factory Installed Components, Options, Parts and Accessories	Per manufacturer’s warranty unless specified in Clearlight Saunas’ Quote, Invoice or Website		

*Extends to outdoor use if purchased simultaneously with and kept continually covered by the Clearlight Saunas water-resistant cover specified for that Sauna model.

**Lifetime refers to the lifetime of the original purchaser



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For the coverage period specified (“warranty period”), the Company agrees to repair or replace, at its sole option, the products listed above, subject to and solely in accordance with the terms, conditions, exclusions and limitations set forth herein. PLEASE READ THIS DISTRIBUTOR WARRANTY IN ITS ENTIRETY TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS.

DISTRIBUTOR WARRANTY ON SAUNA CABIN AND FACTORY-INSTALLED COMPONENTS

The Company warrants to the user during the warranty period (a) that the Sauna Cabin will maintain its structural integrity and for outdoor models, that it will not leak, and (b) that factory-installed components (i.e., heater controls, power supply, electrical wiring, and audio system) will be free from defects in material or workmanship.

LABOUR WARRANTY FOR SAUNA CABIN AND FACTORY-INSTALLED COMPONENTS

The Sauna cabin and factory-installed components are covered under the Company’s labour warranty for the specified labour warranty period.

PURCHASE FROM OUTSIDE THE MAIN DISTRIBUTION AREAS OF CLEARLIGHT SAUNAS INTERNATIONAL

If you purchase a sauna outside the main distribution areas*, your freight is covered by our freight insurance for the delivery of your product to the final address. However, in case of any warranty claims, we exclude cost for labour (if any) and part freight (typically within \$100).

*Areas that lie outside the main distribution area will be assessed on a case-by-case basis.

NO WARRANTY ON NON-FACTORY-INSTALLED COMPONENTS, OPTIONS, PARTS AND ACCESSORIES

Non-factory installed components, and Clearlight Saunas options, parts and accessories are not warranted to the user against defects in material or workmanship. The Clearlight Saunas water-resistant cover warranty only applies to the cover’s fabric under normal usage and environmental exposure. It does not cover failure or unserviceability resulting from excessive environmental exposure, cleaning or other chemicals, or failure to follow the care instructions included with the cover.



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DISCLAIMER OF IMPLIED WARRANTIES

ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED IN THEIR ENTIRETY OR TO THE FULLEST EXTENT ALLOWED BY LAW. THIS LIMITED WARRANTY TAKES THE PLACE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR AT LAW, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

WARRANTY LIMITATIONS AND EXCLUSIONS

The warranty period begins on the date the unit is purchased by the user. This warranty may not be transferred, sold, donated, gifted or assigned to a third party except with the prior written consent of Clearlight Saunas, in its sole and absolute discretion. Absent written consent, only the original purchaser can make claims hereunder. All warranty labour must be performed by the Company or its designated representative using authorised Clearlight Saunas parts. No agent, dealer, distributor, service company or other party is authorised to change, modify, or extend the terms of this distributor warranty in any manner whatsoever. Any warranty so provided shall be solely their separate obligation. As used in this warranty, (a) "commercial use" shall mean any use that involves a fee, rate, charge, or other consideration, any use directly or indirectly in connection with a business, going concern, or undertaking intended for profit or pecuniary gain, and any non-residential use, (b) "residential use" shall mean when purchased for use by a single-family for internal household purposes, and (c) "user" shall mean the original purchaser.

The distributor warranty does not cover defects, damage, or failure ("Damage") caused by a third party installer or self-installer, user, or other persons and animals, including without limitation, termites and other wood-destroying insects or rodents. The distributor warranty excludes Damage resulting from careless handling, improper location, storage, or relocation, as well as from cleaning, painting, staining or other use of abrasive or improper chemicals. The distributor warranty also excludes Damage arising from user's or a third party's negligence; modification of any type for any reason (including modification to meet local codes); improper installation (including installation not in accordance with instructions and specifications provided with the unit); connections supplied by the installer of the equipment, an electrician or a third party; improper voltage supply; unauthorised electrical modification; misuse; improper use; abuse; incorrect operation, lack of proper routine or preventive maintenance; unauthorised repair by a third-party; normal wear and tear; fire, and acts of God such as lightning, floods, earthquakes, etc. Outdoor-Use Sauna warranties do not include damage arising from a failure (i) to maintain the Sauna on a flat, level, hardtop surface with adequate drainage and (ii) to keep the exterior free and clear from plants, trees, grasses, soil, and snow deposits.



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The distributor warranty does not include: labour; transportation, or other costs incurred in the removal and/or reinstallation of the original unit from its original location; any costs relating to obtaining access for repair; or loss of use damage, including loss of sales, profit or business advantage of any kind under any circumstances. The labour warranty is provided in Australia and New Zealand only. User shall be obligated to pay for postage and handling for mailing and delivery of any products outside Australia and New Zealand. Dated proof of purchase of the product is required for a warranty claim. These disclaimers shall be equally applicable to any labour or service provided by the Company and its designated representatives.

RESPONSIBILITIES OF OTHERS

Unless otherwise expressly agreed in writing, (a) all installers are separately contracted for by user and are not under the direction and control of the Company, (b) the installer is the user's responsibility, and (c) the Company will have no obligation, liability, or responsibility in connection with the same. Your installer is responsible for inspecting the unit prior to installation and ensuring the unit is free of defect or damage. Notices are placed on and in the unit and on the shipping carton advising the installer of this responsibility. In the event of a problem identified prior to installation, the unit must not be installed, and the Company is not responsible for failures or damage that could have been discovered, repaired, or avoided by proper inspection prior to installation. Failure of any non-factory installed components, parts and accessories is the sole responsibility of the equipment manufacturer except as provided above. Any replacement parts shall be covered only by the original equipment manufacturer warranty, if any. Your installer is responsible for knowing local code requirements and installing the unit safely in accordance with the same. The Company is not responsible for costs to modify any product to obtain any code approval, such as council, or state building codes if applicable.



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WARRANTY SERVICE

For the user's benefit, the Company maintains a list of independent service personnel to perform required warranty service repairs. Such firms are not agents or representatives of the Company and cannot bind the Company by words or conduct.

The Company will provide the warranty service described above when the following conditions have been met: the failure is covered by the warranty; the user has informed Clearlight Saunas of the nature of the problem during the warranty period; conclusive evidence is provided to the foregoing by the user proving that the failure occurred or was discovered within the warranty period; and, an authorised independent service person or Company representative has been permitted to inspect the unit during regular business hours within a reasonable time after the problem was reported by the user. In order to obtain warranty service, contact Clearlight Saunas at:

Clearlight Saunas Australia Pty Ltd

Aus Phone: 02 8294 2322 (ext 3)

Clearlight Saunas New Zealand Pty Ltd

NZ Phone: 09 887 9872 (ext 3)

Email: customercare@clearlight-saunas.com.au

To obtain warranty service, call or write to the above. Provide a description of the problem and proof of purchase. You will be instructed how to obtain replacements and where to return the failed component(s), option(s), or accessory(ies). All replacement parts, equipment, and repairs shall assume the remaining warranty period of the part(s) replaced and do not extend the same.

The Company's warranty obligation shall be discharged upon tender of replacement or repair. The customer's refusal to accept the tender terminates the Company's warranty obligation. The Company will only pay for shipping and handling fees to return the repaired or replacement unit to you if we elect to replace the defective unit.



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LEGAL RIGHTS: This Limited Warranty gives you specific legal rights. Warranty obligations are provided by the Company and not Jacuzzi Inc. or its affiliates. There are no warranties applicable to Jacuzzi® Sauna products distributed by the Company, except as expressly stated herein or as implied by applicable state and federal laws.

LIMITATION OF LIABILITY

THE REMEDIES DESCRIBED IN THIS LIMITED WARRANTY ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND THE COMPANY'S ENTIRE LIABILITY, INCLUDING, WITHOUT LIMITATION, FOR ANY BREACH OF THIS LIMITED WARRANTY. THE COMPANY'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY USER FOR THE APPLICABLE DEFECTIVE PRODUCT, NOR SHALL THE COMPANY UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT. IN ADDITION, THE COMPANY WILL NOT BE RESPONSIBLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT FROM ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE COMPANY'S NEGLIGENCE OR OMISSION. THIS EXCLUSION APPLIES EVEN IF THE COMPANY WAS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

Jacuzzi® is a trademark of Jacuzzi Inc. and is used under license by Clearlight Saunas Australia Pty Ltd and Clearlight Saunas New Zealand Pty Ltd.

Contact us:

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www.infrared-sauna.co.nz