

EMERGE™ COLD PLUNGE

INTERNATIONAL LIMITED WARRANTY

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Watkins Manufacturing Corporation (“Watkins”) warrants from the date of installation to the original consumer purchaser (“you”) the following, when the new Caldera® Emerge cold plunge is purchased from an authorized dealer/service provider (“dealer”).

5 Year No Leak Shell Warranty
Watkins warrants the shell of the Caldera Emerge cold plunge to be free from manufacturing defects resulting in water loss for five years.

5 Year Shell Surface Warranty
Watkins warrants the acrylic shell surface of the Caldera Emerge cold plunge to be free from defects in material and workmanship for five years.

3 Year No Leak Plumbing Warranty
Watkins warrants the plumbing of the Caldera Emerge cold plunge to be free from leaks caused by defects in material and workmanship for three years. This warranty covers leaks from the wall fittings, jet fittings, internal plumbing, internal glue joints, drains, hoses, and all bonded parts.

3 Year Component Warranty
Watkins warrants the electrical components, pump(s), and other Caldera Emerge cold plunge components to be free from defects in material and workmanship for three years. Some parts, most of which can be replaced without the use of tools, (i.e. filter cartridges, filter lids, and cover locks) are not included in this warranty. Cold plunge covers and other cold plunge accessories are excluded from this warranty, although they may be covered under other warranties. Please check with your Caldera Emerge cold plunge dealer for details.

3 Year Heat Pump Warranty
Watkins warrants the heat pump be free from defects in material and workmanship for three years.

3 Year Cabinet Warranty
Watkins warrants your Caldera Emerge cold plunge's cabinet to be free from defects in materials and workmanship for three years. This warranty covers the cabinet's structural integrity including the material and assembly.

The cabinet's cosmetic finish is warranted to be free from defects in materials and workmanship at the time of initial delivery. Fading and weathering of the surface may naturally occur over time and are not considered defects.

2 Year LED Lighting System Warranty
Watkins warrants the factory-installed LED light system which includes the underwater light within the cold plunge to be free from defects in materials and workmanship for two years.

2 Year Water Sanitation Warranty
Watkins warrants the electrical components, tubing, quartz tube and exterior housing of the Ultraviolet sanitization system against defects in material and workmanship for two years. The UV-C lamp is not included as part of the Water Sanitization Warranty.

The following applies to all of the warranties listed:

Extent of Warranty

This warranty extends only to the original consumer purchaser of the Caldera Series cold plunge when purchased and originally installed within the country of purchase or in the case of spas purchased in the European Union (“EU”), when originally installed within the EU. This warranty begins on the date of installation of the cold plunge, but in no event later than one year from the date of the receipt of the cold plunge by you or your authorized representative (i.e. installation contractor). This warranty terminates upon any transfer of ownership, or if the cold plunge is installed or relocated outside the country of purchase or, in the case of spas purchased in the EU, if the spa is installed or relocated outside the EU, by the original consumer purchaser prior to the expiration of the warranty period.

Warranty Performance

To make a claim under this warranty, contact the dealer where you purchased your cold plunge. In the event you are unable to obtain service from your dealer, please write Watkins at 1280 Park Center Drive, Vista, California, 92081, Attention: Customer Service Department, call (800) 669-1881 or send us an e-mail: customerservice@watkinsmfg.com. You must give Watkins, and/or your dealer written notice of any warranty claim, along with a copy of your original purchase receipt indicating the date of the purchase, within thirty (30) days of the time you discover the claim. Watkins reserves the right to inspect the malfunction or defect on location.

Watkins or its Authorized Service Agent will repair any defects covered by this warranty. Except as described herein, you will not be charged for parts and/or labor necessary to repair the cold plunge for defects covered by this warranty. In some cases, the servicing dealer may charge you a repairperson travel/service charge that is not covered by this warranty. Please contact your dealer for information regarding any such charges. **This is your exclusive remedy.**

Limitations

This warranty does not cover defects or damage due to normal wear and tear, improper installation, alteration without Watkins' prior written consent, accident, acts of God, misuse, abuse, commercial or industrial use, use of an accessory not approved by Watkins, failure to follow Watkins' Pre-Delivery Instructions or Owner's Manual, or repairs made or attempted by anyone other than an authorized representative of Watkins. Alteration includes, but is not limited to, any component or plumbing change, or electrical conversion. Visit www.calderaspas.com or contact your dealer for a list of manufacturer approved accessories.

For the purposes of this warranty the term “commercial or industrial use” refers to installation in any setting in which the product is not being used for personal household use, including but not limited to hospitality applications, day spas, short-term and long-term rentals and gyms.

Disclaimers

ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE STATUTORY PERIOD OR THE DURATION OF THE APPLICABLE WARRANTY STATED ABOVE, WHICHEVER IS SHORTER. Some provinces (including Quebec) and countries do not allow limitations on how long an implied warranty may last, so the above limitations may not apply to you.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS WARRANTY DOES NOT COVER INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO THE REMOVAL OF ANY DECK OR CUSTOM FIXTURE OR ANY COST TO REMOVE OR REINSTALL THE COLD PLUNGE, IF NEEDED. Some provinces (including Quebec) and countries do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you.

Notwithstanding the foregoing, Watkins shall be liable without limitation, in accordance with and only to the extent required by, the statutory provisions for (i) damages resulting from injury to life, body or health, (ii) damages resulting from an intentional or grossly negligent breach of duty by Watkins, and (iii) claims for damages under product liability law.

Legal Remedies

This warranty is issued in addition to any existing statutory warranty rights and is not intended to restrict these rights. This warranty is not transferable.



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Come to Life