

LIMITED WARRANTY

Swim Series for United States and Canada

Bullfrog International, LC (“Bullfrog” or “we”) extends the following coverage under this Limited Warranty solely to the original end-user purchaser (“Owner” or “you”) of any 2023 model year and later Swim Series Bullfrog spa manufactured on or after February 1, 2023 and installed for residential use in the United States or Canada.

LIFETIME WARRANTY

ENDURAFRAME™

Bullfrog warrants the EnduraFrame (injection-molded spa frame) against degradation for the life of the original retail purchaser of the spa.

10 YEAR WARRANTY

SHELL STRUCTURE

Bullfrog warrants the Bullfrog Spa shell will not leak for ten years from the original spa purchase date.

7 YEAR WARRANTY

SHELL SURFACE

Bullfrog warrants the surface finish of the Bullfrog Spa will not crack, craze wrinkle, blister, peel or delaminate for seven years from the original spa purchase date.

5 YEAR WARRANTY

EQUIPMENT

This warranty specifically covers the pump(s), heater, control system, Snap Caps™, other Bullfrog mechanical equipment (excluding any equipment listed in other sections), and leaks from any component or plumbing fitting located beneath the spa shell.

Electrical and mechanical equipment with its associated piping and fittings are warranted against defects in materials and workmanship for five years from purchase date.

Defective components that are easily removed from the spa and that can be readily replaced by the customer and do not require specialized tools or knowledge or create personal safety issues, all of which are referred to as “Easily Removed Components,” will be repaired or replaced free of charge at your authorized Bullfrog Spas dealer or retail store or by sending the defective component(s) to Bullfrog. This warranty excludes audio systems, water care systems, and the interior and exterior spa lighting systems.

SPA CABINET

This warranty specifically covers the cabinet corners, door and side panels.

Cabinet sections (corners, doors, side panels) are warranted against material degradation and cracking for five years from purchase date.



JETPAK THERAPY SYSTEM®

This warranty specifically covers the jets, any leaks from JetPak jet fittings, and the JetPak manifold system.

The JetPak manifold system is warranted for five years from purchase date.

Color availability on replacement and aftermarket JetPaks may vary and will depend upon market demand and availability of the color to Bullfrog.

3 YEAR WARRANTY

PATIO PERFORMANCE™ SPA COVER

Bullfrog warrants the Patio Performance spa cover against defects in materials or workmanship, unless determined to be normal fading or wear, for three years from the original spa purchase date.

1 YEAR WARRANTY

LIGHTING SYSTEMS

Bullfrog warrants the interior and exterior spa lighting systems against defects in materials and workmanship for one year from the original spa purchase date. Lighting components that are Easily Removed Components, such as exterior sconce lights, will be repaired or replaced free of charge at your authorized Bullfrog Spa dealer or retail store or by sending the defective component(s) to Bullfrog.

AUDIO SYSTEMS

Bullfrog warrants audio systems against defects in materials and workmanship for one year from the original spa purchase date.

WATER CARE SYSTEMS

Bullfrog warrants water care systems against defects in materials and workmanship for one year from the original spa purchase date.

OTHER WARRANTIES

Bullfrog warrants the Bullfrog Spa pillows, metal jet faces, accessory anchors, skimmers, seat and floor coverings, and filters against defects in materials and workmanship through time of delivery.

WARRANTY PERFORMANCE and TERMS

Bullfrog or its authorized agent (i.e., personnel of Bullfrog, its retail dealers, or its authorized third-party service companies) will repair or replace any malfunctioning or defective component on the spa that is covered under the terms of this Limited Warranty and was purchased from an authorized Bullfrog Spas dealer or retail store. Bullfrog reserves the right, at its option, to either repair or replace a defective spa or component. Owner is required to maintain clear access for



spa repairs and is responsible for any non-standard costs of accessing spa equipment or spa plumbing.

If a replacement spa or component is provided by Bullfrog, Owner will be responsible for all costs for removal and replacement of the defective product, mileage charges, shipping costs of the replacement product, and delivery. In the event of a structure or frame failure after seven years from the original spa purchase date, the defective spa must be sent to Bullfrog for repair at Owner's expense. In some situations, the servicing dealer or Bullfrog may charge Owner a reasonable service fee.

As Swim Series spas are large and often require complex and/or expensive installation methods and accommodations, all reasonable efforts will be made to repair or replace components on site where the spa is installed. If Bullfrog or its authorized agent determines that onsite repair of the defect or replacement of components is not feasible due to limitations created by the spa installation location, we reserve the right to require removal of the spa from its installation location to ensure safe technician access. In such an event, costs for moving the spa to a workable location and reinstallation of the spa after repairs will be the sole responsibility of Owner, including any non-standard costs of spa removal and replacement, such as for spas located in a vault, spas located on an upper deck where a crane is required, or repair or replacement of decking or surrounding stone or concrete. In the rare case that a replacement spa is required to adequately address the defect or malfunction, Owner will be solely responsible for removal costs, shipping costs of the replacement product, and delivery costs to the installation location.

Bullfrog reserves the right to use either new or reconditioned replacement components. Any repair or replacement component or spa does not receive new or extended warranty coverage but is covered only under the remaining portion of the original product's warranty term.

Bullfrog's Lifetime warranties last for the lifetime of the original retail purchaser of the spa. If the original retail purchaser is a company or entity rather than a natural person (e.g., corporation, limited liability company, family trust, etc.), "lifetime of the original retail purchaser" shall mean ten years.

To obtain warranty service, contact your authorized Bullfrog Spas dealer or Bullfrog and submit proof of purchase. The proof of purchase requirement may be waived if Bullfrog's or the dealer's records can confirm the original spa purchase date and that you are the original purchaser. Any defective spa or component sent directly to the factory for warranty repair must be pre-authorized by Bullfrog and must be freight prepaid. Return freight will be paid by Bullfrog on all warranted components and spas, except that Owner is responsible for all shipping charges for any spa returned for repairs more than seven years after its purchase date. When the entire spa is sent to the factory for repair, all costs of removing and re-installing the spa at Owner's location will be the responsibility of Owner. Repair or replacement, as described above, shall be Bullfrog's sole liability for any breach of this Limited Warranty.

EXCLUSIONS

This Bullfrog Spa Limited Warranty is void in the following circumstances:



- The spa has been subject to neglect, misuse or abuse, or to alterations that cause the damage.
- Damage is caused by repair or maintenance work that has been attempted or done by anyone other than an authorized agent of Bullfrog.
- The spa has been used in a non-residential or commercial location (including where a spa may be used by multiple residents of an apartment or townhome complex) or in any way for which it was not designed.
- Damage is caused by an act of God (fire, earthquake, hail, etc.) or any other cause beyond the control of Bullfrog.
- Damage is caused by the addition or use of any non-approved mechanical or electrical component, or chemical substance.
- The spa has been moved from its original installation location.
- Damage is caused by shipping, moving, mishandling, improper installation or electrical hook-up by someone other than an authorized agent of Bullfrog.
- Damage to the spa shell is caused by excessive heat build-up due to failure to properly cover the spa when it is empty of water or exposed to direct sunlight or other weather conditions.
- Damage is caused by operating the spa outside the water temperature range of 40°F-110°F (4°C-43°C).
- Damage is caused by improper maintenance of spa water chemistry or by allowing undissolved spa chemicals to lie on the spa's surface.
- Damage is caused by failure to install, maintain and operate the spa in accordance with the recommendations contained in the Bullfrog Owner's Manual, Pre-Delivery Guide or any other printed instructions, notice or bulletin from Bullfrog.
- Damage is caused by failure to provide a proper spa foundation as described in the Pre-Delivery Guide.

Any person or company may perform necessary maintenance or repairs on a Bullfrog spa. However, any damages caused by you or anyone other than Bullfrog or its authorized agents are not covered and may void this Limited Warranty.

LIMITATIONS

THIS LIMITED WARRANTY STATES BULLFROG'S SOLE LIABILITY AND OBLIGATION FOR ANY SPA PROBLEMS OR MALFUNCTIONS AND FOR ANY WARRANTY BREACHES. THIS LIMITED WARRANTY TAKES THE PLACE OF ALL OTHER WARRANTIES, INCLUDING ANY EXPRESS OR STATUTORY WARRANTIES. ANY IMPLIED WARRANTIES (SUCH AS 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. NO AGENT, DEALER, DISTRIBUTOR, SERVICE COMPANY OR OTHER PARTY IS AUTHORIZED TO CHANGE, MODIFY OR EXTEND THE TERMS OF THIS LIMITED WARRANTY IN ANY MANNER WHATSOEVER. THIS LIMITED WARRANTY TERMINATES UPON TRANSFER OF SPA OWNERSHIP. BULLFROG MAY, AT ITS OPTION, EITHER REPAIR OR REPLACE A DEFECTIVE PRODUCT (SPA OR A COMPONENT). IF THE SPA NEEDS TO BE REPLACED BUT THE CURRENT MARKET PRICE OF THE REPLACEMENT SPA IS GREATER THAN THE ORIGINAL SPA'S MSTRY PRICE, OWNER WILL BE REQUIRED TO EITHER PAY AN UPGRADE FEE OR CHOOSE A REPLACEMENT SPA COMPARABLE TO THE MARKET PRICE



OF THE ORIGINAL SPA AT THE TIME OF ITS PURCHASE. THE ORIGINAL WARRANTY PERIOD WILL CONTINUE TO APPLY TO ALL REPAIRED AND REPLACEMENT SPAS AND COMPONENTS AND WILL NOT BE RENEWED OR EXTENDED FOR ANY REASON.

DISCLAIMERS

EXCEPT AS SET FORTH IN THIS LIMITED WARRANTY OR OTHERWISE REQUIRED BY APPLICABLE LAW, BULLFROG AND ITS AUTHORIZED AGENTS SHALL NOT BE LIABLE FOR ANY PERSONAL INJURY, DEATH, DAMAGES TO PROPERTY, LOSS, COST OR OTHER DAMAGE, WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE, ARISING OUT OF THE SPAS, BULLFROG'S OR ITS AGENTS' SERVICES, OR ANY DEFECT COVERED BY THIS LIMITED WARRANTY, INCLUDING WITHOUT LIMITATION, LOSS OF USE OF THE SPA AND COST FOR REMOVAL OF DEFECTIVE PRODUCTS, EVEN IF BULLFROG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT AS REQUIRED BY LAW, THE TOTAL LIABILITY OF BULLFROG AND ITS AUTHORIZED AGENTS TO YOU OR THIRD PARTIES SHALL NOT EXCEED THE ORIGINAL AMOUNT PAID FOR THE DEFECTIVE PRODUCT.

LEGAL RIGHTS

This Limited Warranty gives you specific legal rights. You may also have other rights under the laws of your country, state, or province. Some jurisdictions do not allow limitations on certain implied or statutory warranties or other warranty terms and conditions, so these limitations may not apply to you. Prompt return of a completed warranty registration form will help protect your warranty rights. Registration requirements do not apply to residents of California or other jurisdictions where prohibited by law.

Updated 1/2024

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