

LIMITED WARRANTY

HOLLSPA™
FLOATING BENCH

- 1. Limited Warranty.** Subject to the conditions and limitations stated in this Limited Warranty, Hollspa Products, LLC (referred to as “us”, “we”, or “our” as the context may require), warrants that, during the Warranty Period (defined below), the products purchased from us will be free from defects in materials and workmanship, as further set forth in this Limited Warranty. The contents of any and all pages of www.hollspa.com (the “Website”) that are cited in this Limited Warranty are hereby incorporated herein by reference.
- 2. Warranty Period.** This Limited Warranty starts on the date of purchase of the applicable product from us by the original purchaser and automatically expires one (1) year thereafter (the “Warranty Period”). The Warranty Period is not extended if we replace a product under this Limited Warranty.
- 3. Exclusive Remedy.** Subject to the exclusions set forth in Section 5 below and other provisions of this Limited Warranty, if we determine in our sole and absolute discretion with that any of our products are defective in materials or workmanship, we will, in our sole discretion, either: (a) replace such products (or the defective part) free of charge; or (b) refund the purchase price of such products. We will also pay for shipping and handling fees to return the replacement product if we elect to replace the defective products. The remedies set forth in this Section 3 are the sole and exclusive remedies for, and our entire obligation and liability for, a breach of this Limited Warranty. In the event this sole and exclusive remedy fails of its essential purpose, our liability is limited to a refund of the purchase price.
- 4. Disclaimer.** WE GIVE NO OTHER WARRANTIES, EXPRESS OR IMPLIED. WE EXCLUDE AND DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Neither our performance or other conduct, nor any oral or written information, statement or advice provided by us or any of our suppliers, agents, or employees will create a warranty, or in any way increase the scope or duration of this Limited Warranty.
- 5. Exclusions.** We are not liable for, and this Limited Warranty does not cover: (a) any damages or product damages relating to: (i) failure to install or use our products in accordance with all specifications, instructions, and other documentation provided to you by us, available at www.hollspa.com/productcare or otherwise included in the product packaging (collectively, the “Documentation”); (ii) transportation, shipping, storage; (iii) failure to perform any preventive maintenance in accordance with our written specifications and other Documentation; (iv) hard water; (v) normal wear and tear, including but not limited to aging or presence of small imperfections or “checking” in wooden materials; (vi) modifications; (vii) combination or use with any products, materials, processes, systems or other materials not provided or authorized in writing by us; (viii) repair by any third party; or (ix) external causes such as accidents, abuse, or other actions or events beyond our reasonable control; or (b) custom products made to order for you, or display products. IN ADDITION, WE ARE NOT LIABLE UNDER ANY CIRCUMSTANCES FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR PROFIT.
- 6. No Transfer.** This Limited Warranty extends only to you, the original purchaser of products and is not transferable or assignable by you.
- 7. How to Make a Claim.** To make a claim under this Limited Warranty, you must contact us during the Warranty Period in writing via email to support@hollspa.com or via nationally recognized overnight carrier to our mailing address listed here: www.hollspa.com/contact-us. As a condition of this Limited Warranty, we reserve the right to require you to provide proof of product purchase and use.
- 8. Modifications.** We may change the terms of or availability of this Limited Warranty at our discretion without prior notice, but any such modifications will not be retroactive. The latest version of this Limited Warranty will be posted on the Website. Your purchase of products from us after a posted change to this Limited Warranty will constitute your acceptance of and agreement to such modifications and the then-current version of this Limited Warranty.