



Vortex Saunas Limited Warranty



**Vortex
Saunas**

HEALTH AND SAFETY WARNING

Infrared saunas and sauna heaters can pose serious dangers and health risks, including, without limitation, risks of burns to your body, fires, and serious health complications from inappropriate use or over-exposure, up to and including death. Users should consult their doctor prior to use. Do not use an infrared sauna if you are pregnant, trying to conceive, are under the influence of drugs or alcohol, live with a medical device that is sensitive to heat, or have hemophilia.

FIRE WARNING

Heaters are located in sauna walls and under most sauna benches. All sauna heaters (and not just the glowing near-infrared heaters) can cause a fire if covered or even partly obstructed. DO NOT leave pillows or other objects leaning up against any of the heaters.

ELECTRONICS

Heat can also cause damage to electronics such as smartphones, media tablets and laptop computers. Any use of the foregoing in a sauna are at the sole risk of the user.

Warranty covering residential use (indoor only)

- Lifetime sauna cabin warranty
- Lifetime infrared heaters warranty
- 2 year factory installed components warranty

Sauna cabin and factory-installed components

Vortex Saunas warrant that during the Warranty Period (a) the sauna cabin will maintain its structural integrity, and (b) factory-installed components (i.e. heater controls, power supply, electrical wiring, and any built-in Bluetooth MP3 speaker system) will be free from defects in material or workmanship.

Warranty coverage

Warranty coverage begins at the delivery date. Vortex Saunas only extend this warranty to the original purchaser and only if the sauna has been purchased through an authorised Vortex Saunas reseller. Written notice of the defect and proof of purchase must be provided to Vortex Saunas or its nominated representative within 14 days of the defect occurring. If the sauna is required to be returned to Vortex Saunas for rectification all freight costs shall be prepaid by the customer. Repair or replacement of any defective product is at the sole discretion of Vortex Saunas. To action warranty service contact the authorised Vortex Saunas reseller you purchased from. If you are unable to obtain satisfactory service from your reseller written notification must be provided to Vortex Saunas within 14 days of the defect occurring. Vortex Saunas will pay the travel costs of the service agent for the first 40km from their base. Any further travel charges shall be the responsibility of the sauna owner.

Electrical connection

Any required electrical work must be carried out by a licensed electrician. Vortex Saunas reserve the right to ask for proof that the sauna has been installed by a qualified electrician.

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 and 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 exclusions and limitations

This Limited Warranty may not be transferred, sold, donated, gifted or assigned to a third-party without the prior written consent of Vortex Saunas, which Vortex Saunas may deny in its sole and absolute discretion. No agent, dealer, distributor, service company or other party is authorised to change, modify, or extend the terms of this Limited Warranty in any manner whatsoever. This Limited Warranty does not cover defects, damage, or failure ("Damage") caused by the delivery service providers or common carrier, the installer, user, or other persons or animals, including without limitation, termites and other wood-destroying insects or rodents. This Limited Warranty excludes damage resulting from transportation, careless handling, improper location, storage, or relocation, as well as from cleaning, painting, staining or other use of abrasive or improper chemicals. This Limited 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. The limited warranty does not include: labour, transportation, or other costs incurred in the removal and/or re-installation of the original unit and/or installation of a replacement unit; 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. Users shall be obligated to pay for postage and handling for mailing and delivery of any products or replacement parts. Dated proof of purchase of the product is required for a warranty claim.

Assumption of risk

Users of Vortex Saunas, heaters, or any Vortex Saunas goods ("sauna users") assume all risk and liability for the results obtained by use of the same, whether in terms of operating costs, general effectiveness, health results, success or failure, and regardless of any oral or written statements made by Vortex Saunas, by way of technical advice or otherwise, related to the use of such goods.

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 Vortex Saunas, (b) the installer is the user's responsibility, and (c) Vortex Saunas will have no obligation, liability, or responsibility in connection with the same. Your installer is re-sponsible 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 Vortex Saunas is not responsible for failures or damage that could have been discovered, repaired, or avoided by reasonable inspection prior to installation.

Damage occurring in transit is the responsibility of the carrier and/or Vortex Saunas alone unless Reseller's or Purchaser's carrier is used. The user or installer MUST open the crate and inspect the unit for damage when it is delivered. If damage is discovered, it must be reported immediately to the seller and the carrier in writing, and an inspection requested. Failure of the carrier to respond should be reported to the seller and the carrier. Your freight claims must be filed promptly. Damage occurring to the unit during installation is the responsibility of the installer and/or building contractor and damage occurring thereafter is the responsibility of the user. Your installer is responsible for knowing local code requirements and installing the unit safely in accordance with the same. Vortex Saunas is not responsible for costs to modify any product to obtain any code approval, such as country, regional, federal, city, county, municipal, or state building codes.