



**Vortex  
Saunas**

# Sauna Warranty

Vortex Leisure Pty Ltd (“The Company”) offers the following warranty to the original purchaser of any Vortex Sauna (“Sauna”) and designated parts and accessories:

Component	Indoor Residential Use	Outdoor Residential Use	Commercial Use
Cabinet	5 Year	5 Year	3 Year
Control & Wiring	5 Year	5 Year	3 Year
Heaters	Lifetime	Lifetime	5 Year
Audio	1 Year	1 Year	1 Year
Labour	1 Year	1 Year	1 Year

## COVERAGE PERIOD

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 WARRANTY IN ITS ENTIRETY TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS.**

## WARRANTY

The Company warrants to the user during the warranty period (a) that the Sauna Cabin will maintain its structural (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. This warranty shall not apply to any display model unless expressly agreed by the company in writing at the time of purchase or to any Sauna installed more than six months after the delivery date.

## LABOUR

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

## 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 The Company, 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 Company 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 Company warranty does not cover defects, damage, or failure (“Damage”) caused by the installer, user, or other persons and animals, including without limitation, termites and other wood destroying insects or rodents. The Company 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 Company 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.



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## WARRANTY LIMITATIONS AND EXCLUSIONS (CON'T)

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.

This warranty does not include: labour, transportation, or other costs incurred in the removal and/or reinstallation of the original 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. 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

## 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 The Company 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 The Company at:

### Australia

Vortex Leisure Pty Ltd  
PO BOX 2040  
Gateshead NSW, 2290  
Australia  
[support@vortexleisure.com](mailto:support@vortexleisure.com)

### New Zealand

Vortex Leisure Pty Ltd  
Unit 1 85 Onehunga Mall Road  
Onehunga, Auckland 1061  
[support@vortexleisure.com](mailto:support@vortexleisure.com)