Custom Spa Cover Terms and Conditions

These terms and conditions apply to all spa covers purchased from Spa Guy LLC. This applies to covers purchased directly through our website www.spaguyusa.com, over the phone, or through our third party sales channels such as eBay, Amazon, or Sears.

Production information

- The advertised price shown for a spa cover is for any size cover up to a maximum of 96 inches square. Covers larger then 96 inches, covers requiring cut outs, speaker flaps, or other modifications cost extra.
- Per industry standard covers are made within a ± 1.00 inch tolerance in all dimensions. We recommend ordering a cover 1 inch larger then the size of your actual spa.
- The actual color of the cover you recieve my vary from the color shown on our website due to variations in computer monitors.
- Customer is responsible for accurate measurements. Covers may not be returned or
 exchanged due to miss measuring. Spa Guy LLC only builds covers to the
 dimensions provided by the customer. We do not modify the dimensions in any
 way. Make and model information provided to us in the ordering process will only
 be used as a cross reference to check the dimensions provided for major errors.
- Spa dimensions looked up on our web properties based on manufacture make and model are provided for reference only and are not guaranteed to fit the spa in your backyard.
- Tie-down strap location is dictated to us by UL. The straps are positioned according to ASTM F 1346-91 95sJ. This location can not be customized. Covers can not leave our facility without straps. We will provide you with all required locking hardware and fasteners.
- Prior to manufacturing Spa Guy LLC will send a confirmation email showing exactly what dimension we be building. Spa Guy LLC is not responsible for your failure to read this confirmation or failure for it to be delivered to to your email address due to system errors. You must notify us immediately of any errors on this confirmation or you not receiving a confirmation. Confirmation emails usually arrive within a few minutes for web based orders. They can take up to one business day for phone orders. Once an order confirmation is sent production typically starts in 24 hours. Once production has started on a cover changes can not be made to the order without incurring additional charges.
- When discussing rectangular spa cover dimensions the second dimension is the number that will be cut in half by the fold. For example a 90" x 80" cover has the 80" dimension split. This example cover would measure 90 x 40 when folded in half.

• Production time on spa covers is 3-5 days.

Shipping

- Due to their size, spa covers must ship by an LTL freight carrier. Your address must be tractor trailer accessible.
- Some locations are not accessible by tractor trailer. The locations include lanes or alleys to narrow for tractor trailers, islands, gated communities, remote locations, unpaved roads, and certain metropolitan locations. If the freight carrier can not safely access your delivery address you will have to make arrangements to meet the freight carrier at a different location or pick up the cover from the freight carriers local terminal. The accessibility of your delivery address is solely up to the delivery driver.
- Free delivery applies to non-surcharged areas of the contiguous United States. In rare instances, areas may impose surcharges on commercial vehicles. IF any surcharges or additional charges will apply, you will be contacted by phone for authorization prior to order processing.
- A physical address is required. LTL freight can not deliver to a PO Box.
- Signature is required for delivery, this can not be waived. The freight carrier delivers M-F during normal business hours. Saturday delivery is not available.
- The freight carrier will contact you by phone prior to delivery to schedule the delivery time. Missed delivery times will result in redelivery charges.
- A phone number where the freight carrier can reach you is required for delivery. We recommend including an alternate phone number with your order as well. If the freight carrier can not reach you within 3 days of the cover arriving at the local delivering terminal to schedule the deliver storage charges will apply. After 3 days of storage the cover will be returned to us and you will be accessed another shipping charge. When the freight carrier returns the cover to us we will refund your purchase less the original shipping costs, the return shipping costs, and the 3 days of storage fees.
- Upon delivery the cover should be throughly inspected for shipping damage. If shipping damage is found, reject the delivery and contact us. We will get a replacement cover sent on its way to you and we will handle all claims with the freight carrier. If you decide to keep the spa cover you will have to file the claim with the freight carrier yourself. Please note that when you recieve an LTL freight shipment the document you are signing states "I have received this item in good condition with no damage or shortage except where noted above". If you sign this document and do not note any damage to the shipment in the space provided the freight carrier will not honor any claim.
- The customer has the right, and should request that the delivery driver wait for inspection of the spa cover package and contents for damage. If the driver refuses to wait, note that the driver refused to allow inspection of shipment on the delivery receipt and contact us.

Returns

• Spa Covers are custom built items and may not be returned or exchanged for any reason. If we make an error in the production of your spa cover we will repair or replace the cover at our discretion. We will provide shipping labels for the return of the cover. You are permitted to use the cover while your replacement is being made. If we choose to replace an item there are situations where it is not cost effective for us to have the old item returned. If we choose not to have the cover returned we will not be liable for any disposal charges associated with discarding the bad cover.

Warranty

• The customer agrees to be bound by the terms and conditions of the <u>manufactures</u> warranty. The warranty does not cover freight charges associated with warranty claims.