

Warranty

SAUNA WORKS LIMITED LIFETIME WARRANTY

Sauna Works, Inc. (“Company”) offers the following to the original purchaser of any Sauna Works manufactured or distributed Clearlight® saunas (“Sauna”) and designated parts and accessories:

Product	Indoor Residential-Use Saunas*	Outdoor Residential-Use Saunas	Commercial-Use Saunas
Clearlight® brand sauna Cabin	Lifetime	5 Years	5 Years
Factory-Installed Sauna Controls and Wiring	Lifetime	Lifetime	5 Years
Factory-Installed Heater Components	Lifetime	Lifetime	5 Years
Factory-Installed Audio Components	Lifetime	Lifetime	5 Years
Labor on Clearlight® brand sauna Cabin (USA & Canada only)	7 Years	5 Years	5 Years
Labor of Factory-Installed Components (USA & Canada only)	7 Years	5 Years	5 Years
Water-Resistant Cover (fabric only)	1 Year	1 Year	1 Year
Non-Factory Installed Components, Options, Parts and Accessories	Per manufacturer’s warranty unless specified in Sauna Works’ Quote, Invoice or Website		

*Extends to outdoor use if purchased simultaneously with and kept continually covered by the Sauna Works water-resistant cover specified for that Sauna model.

Warranty

SAUNA WORKS LIMITED LIFETIME WARRANTY

For the coverage period specified (“warranty period”), 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 LIMITED WARRANTY IN ITS ENTIRETY TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS.

LIMITED WARRANTY ON SAUNA CABIN AND FACTORY-INSTALLED COMPONENTS

Company warrants to the user during the warranty period (a) that the Sauna Cabin will maintain its structural integrity and for outdoor models, that it will not leak, and (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 limited warranty shall not apply to any display model unless expressly agreed by Sauna Works in writing at the time of purchase or to any Sauna installed more than six months after the delivery date.

LABOR WARRANTY FOR SAUNA CABIN AND FACTORY-INSTALLED COMPONENTS

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

LIMITED WARRANTY ON NON-FACTORY-INSTALLED COMPONENTS, OPTIONS, PARTS AND ACCESSORIES

Non-factory installed components, and Sauna Works options, parts and accessories are not warranted to the user against defects in material or workmanship except to the extent of any warranty period expressly set forth in the Sauna Works final quote or invoice. These items may also be covered by a manufacturer’s warranty which may have a longer duration than this limited warranty. Please confirm with the manufacturer of these items the duration of its warranty. If no warranty period is specified, only the manufacturer’s warranty, if any, shall apply. The Sauna Works water-resistant cover warranty only applies to the cover’s fabric under normal usage and environmental exposure. It does not cover failure or unserviceability resulting from excessive environmental exposure, cleaning or other chemicals, or failure

Warranty

SAUNA WORKS LIMITED LIFETIME WARRANTY

to follow the care instructions included with the cover.

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 Sauna Works, in its sole and absolute discretion. Absent written consent, only the original purchaser can make claims hereunder. All warranty labor must be performed by Company or its designated representative using authorized Sauna Works parts. 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. 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 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 and animals, including without limitation, termites and other wood-destroying insects or rodents. The 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. The 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; unauthorized electrical modification; misuse; improper use; abuse; incorrect operation, lack of proper routine or preventive maintenance; unauthorized repair by a third-party;

Warranty

SAUNA WORKS LIMITED LIFETIME WARRANTY

normal wear and tear; fire, and acts of God such as lightning, floods, earthquakes, etc. 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.

The limited warranty does not include: labor, transportation, or other costs incurred in the removal and/or reinstallation 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. The labor warranty is provided in the United States of America and Canada only. User shall be obligated to pay for postage and handling for mailing and delivery of any products outside the United States and Canada. Dated proof of purchase of the product is required for a warranty claim. These disclaimers shall be equally applicable to any labor or service provided by 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 Company, (b) the installer is the user's responsibility, and (c) 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 Company is not responsible for failures or damage that could have been discovered, repaired, or avoided by proper inspection prior to installation. Damage occurring in transit is the responsibility of the carrier. 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 should be filed promptly thereafter. 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. 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 unit safely in accordance with the same. The Company is not responsible

Warranty

SAUNA WORKS LIMITED LIFETIME WARRANTY

for costs to modify any product to obtain any code approval, such as city, county, or state building codes.

WARRANTY REGISTRATION

To register your product, please go to our website www.InfraredSauna.com/warrantyform. You will then be prompted to enter your product Serial Number followed by your warranty registration information.

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 an Authorized Sauna Works Warranty Service Department Representative of the nature of the problem during the warranty period; conclusive evidence (e.g., proof of purchase or installation) is provided to the foregoing by the user proving that the failure occurred or was discovered within the warranty period; and, an authorized 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 Sauna Works at:

www.InfraredSauna.com or

Sauna Works, Inc.

Warranty Service Department

1077 Eastshore Highway

Berkeley, California 94710

Call: (800) 798-1779 or (510) 601-1775

To obtain warranty service, call or write the above. Provide a description of the problem and proof of

Warranty

SAUNA WORKS LIMITED LIFETIME WARRANTY

purchase. You will be instructed how to obtain replacements and where to return, at your expense, the failed component(s), option(s), or accessory(ies). All replacement parts, equipment, and repairs shall assume the remaining warranty period of the part(s) replaced and do not extend the same.

The Company's warranty obligation shall be discharged upon tender of replacement or repair. The customer's refusal to accept the tender terminates the Company's warranty obligation. Company will only pay for shipping and handling fees to return the repaired or replacement unit to you if we elect to replace the defective unit.

LEGAL RIGHTS: This Limited Warranty gives you specific legal rights. Warranty obligations are provided by Company and not Clearlight® brand sauna Inc. or its affiliates. There are no warranties applicable to Clearlight® brand sauna products manufactured and distributed by Company, except as expressly stated herein or as implied by applicable state and federal laws. You may also have other rights that vary from state to state. Some states do not allow limitations on how long an implied warranty lasts, disclaimer of certain warranties, or the exclusion or limitation of incidental or consequential damages, so some of the above limitations and exclusions may not apply to you. Company will not be responsible for any statements or representations made in any form that go beyond, are broader than, or are inconsistent with any technical specifications furnished by the Company.

LIMITATION OF LIABILITY

THE REMEDIES DESCRIBED IN THIS LIMITED WARRANTY ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND COMPANY'S ENTIRE LIABILITY, INCLUDING, WITHOUT LIMITATION, FOR ANY BREACH OF THIS LIMITED WARRANTY. COMPANY'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY USER FOR THE APPLICABLE DEFECTIVE PRODUCT, NOR SHALL COMPANY UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT. IN ADDITION, THE COMPANY WILL NOT BE RESPONSIBLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT FROM ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO COMPANY'S GROSS NEGLIGENCE. THIS EXCLUSION APPLIES EVEN IF COMPANY WAS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.