

# BALBOA WATER GROUP

## OWNER'S MANUAL

### 200 Series Mechanical Hydromassage™ Pumps

**SAFETY INSTRUCTIONS:**

- An earth leakage or residual current protection device must be fitted to all instructions. Should the installer or owner be unfamiliar with the correct installation or operation of this type of equipment, you should contact the distributor/manufacturer for the correct advice before proceeding with the installation or operation of this product.
- To reduce the risk of injury, do not permit children or persons with reduced physical, sensory or mental capabilities, or lack of experience and knowledge to use this product unless they are closely supervised at all times by a person responsible for their safety.
- This appliance is not intended for use by persons (including children) with reduced physical, sensory or mental capabilities, or lack of experience and knowledge, unless they have been given supervision or instruction concerning use of the appliance by a person responsible for their safety.
- Children should be supervised to ensure that they don't play with the appliance.

**TABLE OF CONTENTS:**

- TECHNICAL INFORMATION ..... 1
- INSTALLATION ..... 3-4
- OPERATION ..... 4-5
- TROUBLESHOOTING ..... 5-6
- PARTS LISTING ..... 7
- WARRANTY ..... 8-11
- CONTACT..... 11

**TECHNICAL INFORMATION**

Balboa 200 Series Mechanical Hydromassage Pumps  
 Models: 2378, 2388, 2398, and 2408 (Air Switch, without Heater)  
 Models: 2371, 2381, 2391 and 2401 (Hot Pump, Air Switch)

The range of Balboa 200 Series Hydromassage Pumps have been designed specifically for spa bath (whirlpool spa) applications giving maximum performance for the ultimate relaxing spa experience.

The Balboa Hydromassage Pumps provide excellent hydraulic performance in a compact and extremely quiet design. Designed to circulate hot water in (whirlpool) spa baths, these pumps incorporate a special internal design to ensure the pump self drains eliminating the build up of unhygenic/stale water.

Inlet	40mm Barrel union
Outlet	40mm Barrel union
Maximum Total Head	237x = 10.3m 238x = 12.0m 239x = 13.5m 240x = 14.5m
Maximum Ambient Temperature	55° C
Maximum Water Temperature	70° C *

(\*capable of pumping 70° C, not recommended for spa bath applications)

**HOT PUMPS**

Primary Heating Temperature cut-out	40° C
Secondary "Safety" Heater cut-out	45° C
IP Rating Hot Pumps	IP55
IP Rating Pumps without heater	IP55
Noise	65 dBa @ 1 metre



**End User Warning**

This Technical Service Manual is provided solely to aid qualified spa service technicians in troubleshooting and repairing spas with control systems manufactured by Balboa Water Group. Balboa controls have absolutely no end user serviceable parts. Balboa Water Group does not authorize attempts by the spa owner/user to repair or service any Balboa products. Non-qualified users should never open or remove covers, as this will expose dangerous voltage points and other dangerous risks. Please contact your dealer or authorized repair center for service.

**Intellectual Property**

All Intellectual property, as defined below, owned by or which is otherwise the property of Balboa Water Group or its respective suppliers relating to the Balboa Water Group Hydromassage™ Pumps, including but not limited to, accessories, parts, or software relating there to (the "Hydromassage Pumps"), is proprietary to Balboa Water Group and protected under federal laws, state laws, and international treaty provisions. Intellectual Property includes, but is not limited to, inventions (patentable or unpatentable), patents, trade secrets, copyrights, software, computer programs, and related documentation, and other works of authorship. You may not infringe or otherwise violate the rights secured by the Intellectual Property. Moreover, you agree that you will not (and will not attempt to) modify, prepare derivative works of, reverse engineer, decompile, disassemble, or otherwise attempt to create source code from the software. No title to or ownership in the Intellectual Property is transferred to you. All applicable rights of the Intellectual Property shall remain with Balboa Water Group and its suppliers.

## PUMP APPLICATION



The Balboa Hydromassage pumps have been specifically designed for use in spa baths (whirlpools). They should not be used for any other purpose without first consulting your Balboa dealer or Balboa representative.

The Balboa Hydromassage pump is NOT a self priming pump. Ensure there is sufficient water to completely fill the pump casing (flood suction) before operating the pump.

## PUMP POSITION



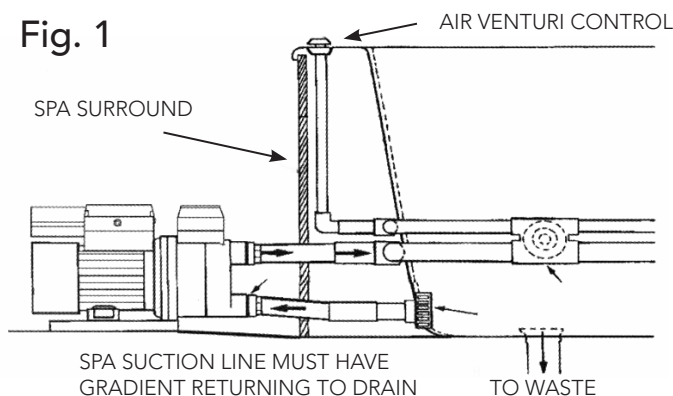
To avoid water damage to property from leaking connections or normal wear, the pump must be installed on a well drained site or a properly constructed drain tray.

If the pump is supplied separately to the spa bath, position the pump as close as possible to the spa. This will ensure optimum spa jet performance.

## PUMP INSTALLATION

- The pump mount must be Solid – Level – Rigid – Vibration free (to reduce vibration and pipe stress, bolt the pump to the pump mount).
- Install the pump suction inlet higher than bath suction fitting (refer to Fig 1). This allows the pump to drain completely when the bath is emptied in accordance with Local Health Regulations.
- Ensure suction pipe has an even rise from the spa bath (whirlpool spa) suction inlet to avoid air locks, otherwise the spa pump may not prime, Fig. 1.
- Ensure discharge pipe has an even rise from the pump to the spa bath (whirlpool) connection to avoid air locks.
- Protect pump from excess moisture, external weather (where applicable).
- Allow adequate access for servicing pump and piping.

Fig. 1



## VENTILATION

- Provide adequate ventilation to prevent the motor from overheating (minimum distance is 102cm). Without adequate ventilation the pump motor may overheat causing the pump to stop.
- The hydromassage pumps must be protected from exposure to the weather. If the pump is installed outside, a protective cover is required.

## PIPING



The fittings on these hydromassage pumps are constructed of ABS. Some PVC jointing compounds are incompatible with ABS possibly causing failure to the product. Check compound suitability prior to use.

- For best pump efficiency use the least amount of fittings.
  - Balboa hydromassage pumps are supplied complete with integrated multi-directional (40mm) barrel unions to allow easy installation of pipework. Use as follows for leak-free connections to pump:
1. O-Ring and sealing surfaces must be clean.
  2. Ensure O'Ring remains on barrel unions and tighten HAND TIGHT only! (NO WRENCHES)
  3. No pipe compound or teflon tape on unions.
  4. Bond pipe to unions with a compatible PVC solvent cement.
  5. When appropriate, fill the bath with water and check that there are no visible leaks from the plumbing joints. Start the pump and repeat this step.

## AIR BLEED VALVE

Air bleed valves are sometimes required on installations so that automatic air venting can occur.

Balboa 200 Series Hydromassage pumps are fitted with an air bleed valve. If the pump is installed exactly per Fig. 1, this valve will not be required to be made functional (the air bleed valves are sealed at the manufacturer).

If automatic air venting is required, cut the top of the valve off at the cut groove found approximately 3.5mm from top of the valve per Fig. 2 using a pair of side cutters. DO NOT USE PLIERS. The air bleed valve will not expel air.

As it is common for air valves to squirt water when sealing (each time the pump is turned on), Balboa recommends that a 10mm drain tube to be fitted over the barbed section of the air bleed valve to allow excess water to drain to waste. Refer to Fig. 2.

## ELECTRICAL CONNECTION

Balboa advises that an earth leakage or residual current protection device must be fitted to all installations. Exactly match supply voltage to name plate voltage 220/240 Volt 50Hz (single phase only). Incorrect voltage can cause fire or seriously damage the motor which is not covered by your Balboa warranty!

- Balboa 200 Series hydromassage pumps are suitable for connection to 220/240 Volt 50 Hz power outlets.
- Electrical supply must conform to local/national electrical standards.
- **WARNING** – To reduce the risk of electric shock, contact a qualified electrician to replace the damaged cord and related electrical components immediately.

**NOTE:** The power supply lead has a type Y connector and if service is required to the power lead it must be replaced with the appropriate special power lead assembly. Warranty is void if unauthorized modifications are made to any component.

All hot pump heaters have an in-built pressure sensor that will only allow the heater to activate when there is sufficient water flowing through the system.

**All hydromassage pumps must be installed in accordance with relevant electrical standards.**

## AIR TUBE CONNECTION

Included with your Hydromassage pump is 6 metres of non-kink air tube.

- Connect one end to the air button on the spa bath (not supplied). Cut off and discard excess. Connect this end to the air switch nipple (refer to Fig. 3) located at the front of the pump motor capacitor cover.
- Plug the hydromassage pump power cord into a dedicated 10 Amp power socket and switch the power on.

75mm Min  
Clearance for  
removal of  
Pump

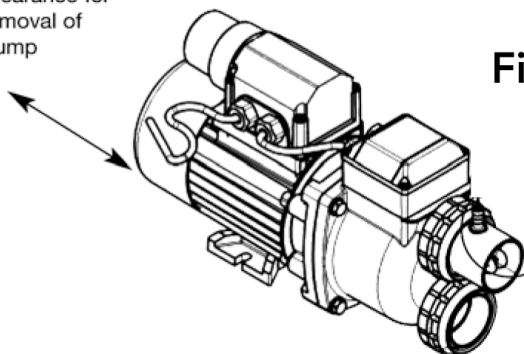


Fig. 3

## PUMP OPERATION

- Never run pump dry! Running pump dry may damage seals, causing leakage and flooding!
- Do NOT block pump suction! To do so with body may cause severe or fatal injury.
- Small children using spa bath must ALWAYS have close adult supervision!
- Do NOT block jets! To do so may flood area causing damage to equipment and water damage to surrounding areas.
- Before filling and starting your spa bath (whirlpool spa), ensure that the spa bath is free from debris or foreign material as irregular pump conditions may occur.
- Before switching on, fill the bath to a minimum 50mm above the spa jets.

## NOTE: HOT PUMPS

To ensure that the over temperature sensor does not activate whilst filling the bath and thus preventing the pump heater from operating, fill the bath with cold to luke warm water until water level reaches the suction cover.

**Water temperature** greater than 40°C may make the heating element inactive.



Hazardous suction.  
Can trap hair or body  
parts, causing severe  
injury or death.

## AIR SWITCH MODELS

- To start the pump once the water level reaches at least 50mm over the spa jets, press the air button on the spa bath (whirlpool). The pump will start and purge air from the plumbing and spa jets. After a short period of time the spa jets will start to operate normally.
- To Stop the spa jet operation, press the air button again.

## Pump without heater function

- Pump models 2378, 2388, 2398 and 2408 are controlled by an air button and will circulate the spa water.
- They do not include an integrated heater element.

## Hot Pump Function (Air Switch Models):

- Pump models 2371, 2381, 2391 and 2401 are manufactured with integrated heating element and control devices to maintain water temperature and compensate for the natural cooling of the spa bath.
- The heater function is designed to only operate with the hydromassage pump at normal operating pressure. The combined operation of the heater and pump is controlled from the bath by a single air button.
- The heating function is monitored by a pre-set thermostat to maintain water temperature to a maximum 40°C, interlocked to a secondary upper limit cut out for added protection to maintain a safe water temperature.

## TROUBLESHOOTING

If servicing of the unit is required at anytime, a service record should be kept listing details including any leaks, faulty operation, dry run conditions and operating pressure.

Please be aware that a service fee will be applicable if a fault occurs other than that as described in the product guarantee as being due to defects in materials of faulty manufacture.

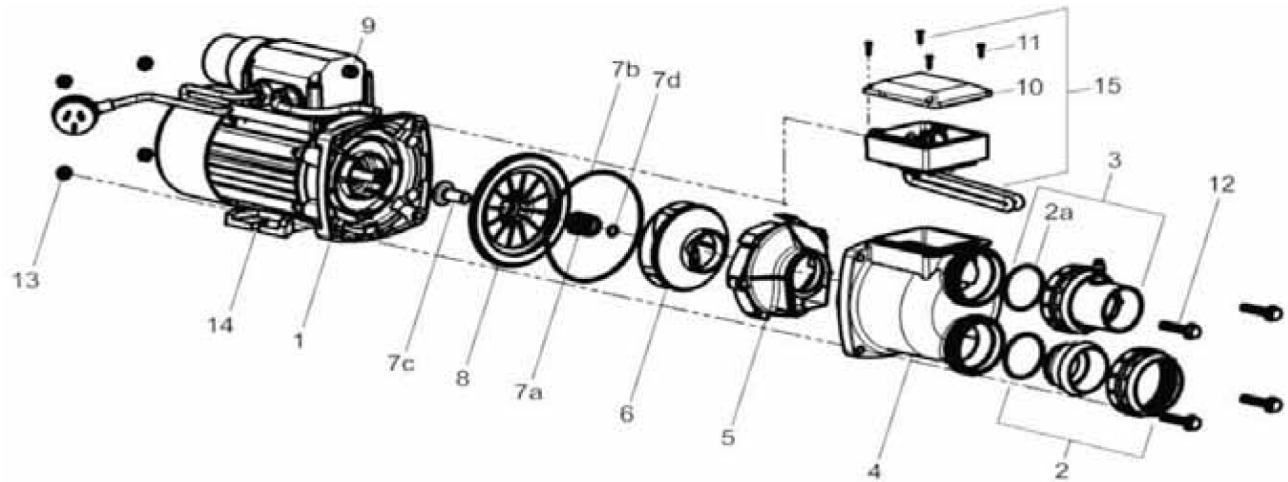
Pump service should be performed by a suitably qualified personnel. Always unplug power lead prior to service to prevent personal injury.



SYMPTOM	CAUSE	REMEDY
Pump does not start	No power at powerpoint	Use another known good electrical appliance to check power.
	Blown fuse	Check fuse and replace if required
	Automatic thermal overload has tripped to protect the motor	Check motor cooling and ensure adequate ventilation. Allow motor to cool then restart pump. Ensure the pump is not jammed with debris or foreign material and motor is able to spin freely. Motor is operating with low voltage supply. <b>WARNING:</b> Continued operation with this symptom may result in permanent damage.
	Pump is jammed (check if shaft is free to rotate)	Pump is blocked with foreign material. Clear debris and foreign material from pump and ensure that the pump is able to spin freely. Bearings seized. Contact Service Technician.

SYMPTOM	CAUSE	REMEDY
Pump starts but no water coming from spa jets.	Pump not installed at correct level in relation to the spa suction (fig 1)	Use another known good electrical appliance to check power.
	Water level too low	Ensure water level is at least 50mm above the level of the jets prior to operating the pump.
	Automatic thermal overload has tripped to protect motor.	Check motor cooling and ensure adequate ventilation. Allow motor to cool then restart pump. Check motor cooling and ensure adequate ventilation. Allow motor to cool then restart pump. Ensure the pump is not jammed with debris or foreign material and motor is able to spin freely. Motor is operating with low voltage supply. <b>WARNING:</b> Continued operation with this symptom may result in permanent damage.
Bath water temperature drops when pump & spa jets are operating normally	No heater element	This is normal in the standard pumps, models 2378, 2388, 2398, and 2408.
	Heater Module does not operate	Contact Service Technician.
	Heater Module is too small for capacity of the bath	Confirm capacity of the heater module.
Pump does not start	Faulty air button on side of bath	Ensure air button is able to give a "pulse of air".
	Air tube is dislodged or kinked	Check that the air tube is connected to pump and the air button, and is not kinked so that it allows a free flow of air.
	Air tube is blocked	Ensure that the air tube is clear and can pass air freely.
	Faulty air switch in pump	Contact Service Technician.
Pump will not turn off	Faulty air button on side of bath	Ensure air button is able to give bath a "pulse of air".
	Air tube is dislodged or kinked	Check that the air tube is connected to pump and the air button and is not kinked so that it allows a free flow of air.
	Air tube is blocked	Ensure that the air tube is clear and can pass air freely.
	Faulty air switch in pump	Contact Service Technician.

Model and Serial number of pumps must be given when ordering spare parts.



	<b>Description</b>	<b>Qty</b>
1	Motor	1
2	Nut, Tail & O'ring Kit	1
2a	O'ring - Barrel Union (Pack of 4)	2
3	Tail & Air Bleed Assy.	1
4	Casing	1
5	Diffuser	1
6	Impeller	1
7	Seal (Pack of 25)	1
7a	Seal Kit (Incl. Seal + Items 7b, c & d)	1
7b	O'ring - Casing	1
7c	Shaft Sleeve	1
7d	O'ring - Shaft Sleeve (Pack of 10)	1
8	Baffle	1
9	Airswitch	1
10	Lid	1
11	Screws - Lid (Set of 10)	4
12	Screws - Casing (Set of 10)	4
13	Nuts (Set of 12)	4
14	Base & Screws Kit	1
15	Heater Module Assy.	1
	Lead w/ 3-pin Plug	1
	Lead Kit : 3-Core (Not Shown)	1



**STANDARD TERMS OF SALE AND DELIVERY FOR BALBOA WATER GROUP  
(INTERNATIONAL)**

§1. In the absence of any specific written agreement to the contrary between the parties, the standard terms of sale and delivery presented below shall apply to all sales of products and services to purchasers located outside of the United States of America by Balboa Water Group and/or any of its affiliated entities (collectively, the "Company" as defined below).

**§ 2. DRAWINGS AND DESCRIPTIONS**

All information concerning weight, dimensions, capacity, technical and technological data, etc. as well as prices listed in catalogues, advertisements, photographic material, price lists and the like is approximate. Such information shall only be considered binding in the event that such is expressly stated in the confirmation of order issued by the company or in any form of written agreement signed by the company.

**§3. PRICES**

The company shall be entitled to change its prices and/or price lists at any time without advance notice. In the absence of any written agreement to the contrary, sales shall be made using the prices for products set forth in the company's standard price list(s) applicable on the date on which the order was confirmed. Absent a written agreement to the contrary, all sales originating from the United States shall be in U.S. Dollars; all sales originating from Denmark shall be in either Danish Kroner (DKK) or Euros (EUR) in the discretion of the company; and all sales originating from Australia shall be in Australian Dollars (AUD). Prices quoted are ex works (as such shipping term is defined in the Uniform Commercial Code (the "UCC") for sales originating from the United States or in INCOTERMS 2000, as published by the International Chamber of Commerce, Paris, France for international sales) from the company's facility, and are for products and standard packaging only and are exclusive of all installation, warehousing or other services or requests, and exclusive of all VATs, GSTs, tariffs, duties, export and import taxes, sales taxes, use taxes, inbound governmental charges or fees, documentation fees, regional taxes and fees and like levies or taxes. Any taxes, fees or duties which the company may be required to pay or collect relating to the sale, delivery, processing, use or transportation of the products shall be for the account of the purchaser who shall promptly reimburse the company on demand. Prices are based on the currency exchange rates applicable at the time the offer was made, and may therefore be amended by the company at any time to accommodate changes in the price/currency ratio. Prices quoted on custom products are open for the time stated in the quote or a maximum of thirty (30) days from the quotation date and are based on estimated quantities, labor and material requirements and other factors, and are subject to adjustment by the company from time to time.

**§4. DELIVERY**

Delivery is ex works from the company's facility. Risk of loss for the products passes to the purchaser at the time of delivery by the company to the freight carrier at the point of shipment. The shipment will be sent at the risk and the expense of the purchaser and the company has no liability and shall not accept responsibility for loss or damage occurring in transit. Unless the company has received specific instructions in advance, the company shall be entitled to select the means of transport and delivery route. The purchaser will provide the company with a copy of all applicable export documentation associated with exporting products within fifteen (15) days after shipment from the port of export. The purchaser assumes the responsibility to obtain adequate insurance on each shipment. However, for shipments of products from Denmark to Danish customers only, the company shall take out and pay premiums for standard transport insurance to cover such shipments within Denmark. The company can also include the insurance premium as part of the freight on the invoice. This premium will usually be equal to 0.2% of the sum of the invoice, though not displayed separately.

**§ 5. FREIGHT POLICY**

Unless otherwise agreed in writing, transportation, import and export costs are the sole responsibility of the purchaser, provided that:

i) GG Australia

Effective January 1, 2009, orders shipped from the GG Australia facility or designated warehouse and are not under contract, will be assessed a \$15 AUD fee for shipments under 3KG and a \$25 AUD fee for shipments exceeding 3KG.

ii) Valencia-Canada

Effective January 1, 2009, all purchase orders exceeding \$15,000 for products shipped from our Valencia California location to locations within Canada will be shipped freight prepaid.

iii) For products shipped from Denmark, purchasers will be required to pay a documentation fee of DKK 525/ EUR 70/ GBP 47/ USD 100 for export documents well as dispatch fees for all orders with total net value of less than DKK 2,500/ EUR 350 GBP 240/ USD 430 of DKK 350/ EUR 50/ GBP 40/ USD 60.

**§ 6. DELIVERY TIMES**

The delivery time quoted is approximate, with reservations for delays on account of Force Majeure Events (as defined below). Should any Force Majeure Event occur, delivery times will be postponed for a period equivalent to the duration of the event(s) in question. Deliveries made on the postponed delivery date shall in all respects be considered to have been made on time. Insofar as the delivery time may be stated as specific number of days or weeks, this period shall be calculated from the time when the company received from the purchaser all the precise information required to implement the order. Insofar as the purchaser may fail to meet any payment obligations by or on the due dates of same, the delivery time shall be postponed for a period equivalent to the duration in the delay of the payment in question. Insofar as delays arise for reasons other than those mentioned above, such shall not entitle the purchaser to cancel any order either fully or in part unless the delay in question can be considered significant and the company fails to complete the delivery no later than 14 days after having been notified to do so in writing by the purchaser. The company reserves the right to delay shipment of phone orders until it receives a written confirmation of the order.

**§7. PAYMENT**

All payments for products will be paid in full in advance of shipment until credit is established. Payment shall be made in the applicable currency specified in Section 3 above on or before the date

stated on the invoice. In the event that no such date is stated on the invoice, the sum owing shall be paid in cash in advance of shipment. Upon written approval by the company's credit department, invoices may be due thirty (30) days from the date of invoice or on such other terms as approved by the company's credit department in writing. The credit department may decline at any time to permit shipment of products hereunder until receipt of payment, establishment of a letter of credit or written agreement upon terms and conditions satisfactory to the credit department in its sole discretion. Payments shall be due on a pro rata basis in the case partial shipments are made by the company; provided that, delays in the delivery of a non-significant part of the shipment shall not entitle the purchaser to refrain from paying the full amount owing pursuant to the agreements reached. Should the purchaser fail to make payment on time, in addition to collection costs, the company shall be entitled to charge interest on the sum owing at the lesser of (a) 1.5 percent (1.5%) per month, or (b) the maximum percentage then permitted by law, in either case on the balance remaining from the time of delivery until such time as payment may be made. If the company retains a third party to collect overdue amounts, all collection costs resulting from such retainer, including, without limitation, legal fees and disbursements, shall be payable upon demand by the purchaser to the company.

In the event that the purchaser fails to accept or permit delivery on time for products that are to be delivered at a specific time, the company can choose to either sell said products at the purchaser's expense, having notified the purchaser of its intention to do so, or to store said products at the purchaser's expense such that the purchaser is required to pay all costs linked to the period of storage. Irrespective of any delays in delivery, the purchaser is in all events obliged to make the stipulated payment on or by the applicable due date. The purchaser bears the full risk and cost for any items placed in storage.

**§ 8. INSPECTION**

The purchaser is encouraged, immediately upon reception of the items purchased, to carry out an inspection of the products received with good business practice. The purchaser shall have no right to inspect any products prior to delivery, and any inspection of the products by the purchaser shall be made within eight (8) days after their arrival at the purchaser's receiving point. Failure to make inspection and provide the company with written notice specifying any claimed basis for rejection within that time will constitute deemed acceptance of the products and, if the purchaser has established credit terms, a final waiver of the right to make any inspection prior to full payment for all of the products.

**§ 9. CONDITIONS OF OWNERSHIP**

If payment is not made before or at time of delivery, title to all products at any time delivered to the purchaser and which have not been paid for in full shall remain with the company until all payments have been made in full, and the purchaser hereby grants to the company a security interest (including without limitation, a purchase money security interest) in such products at any time delivered by the company to the purchaser, and in all replacements and substitutions thereof, all additions and accessories thereto, and all proceeds thereof, to secure payment of the purchase price of all products, any collection costs, and any other debts owing to the company by the purchaser, and interest thereon. The company and the purchaser agree that the security interest granted hereunder attaches upon the issuance of the purchaser order by the purchaser to the company. The purchaser agrees to do all acts necessary to perfect and maintain such right, title and security interest in the company. The purchaser, at its expense, shall fully insure the products against all perils until the company has been paid in full.

**§ 10. CHANGES TO DESIGN OR PRODUCT OFFERING**

The company reserves the right, prior to delivery and without notifying the purchaser in advance, to carry out such alterations to the design, construction, etc. of its products as the company may deem necessary in its discretion. Such alterations shall only entitle the purchaser to cancel an unfulfilled purchase order insofar as the purchaser proves that the purchase was conditional upon a specific design, construction or similar requirement. Changes made and any resultant cancellation of the purchase order does not entitle the purchaser to any form of compensation or damages, or to a proportional discount in the purchase price. The company reserves the right to discontinue products or product components at any time for any or no reason.

**§11. CONFIDENTIALITY**

The purchaser agrees to protect and hold in strict confidence all trade secrets, proprietary and confidential information relating to the products or the company of which it has or gains knowledge. All drawings, estimates, descriptions and other material of the company made available on the issuing of offers or deliveries are and shall remain the sole property of the company and may not, in the absence of express permission in writing from the company, be copied, presented to other companies or used as the basis for performing work. Drawings and other materials that the company has prepared for use in connection with offers are to be returned or destroyed on request.

**§ 12. PACKAGING**

Products will be shipped in standard packaging designated and supplied by the company from time to time in its discretion, which may vary depending on whether the shipment is made by air or ship or other common carrier. Product containers shall be accompanied by such packing slips, and/or any other documents and materials as deemed necessary by the company. Custom packaging will only be available at the purchaser's expense pursuant to a written agreement, and company is not responsible for charges associated with overseas containers, containerizing or packaging for long-term storage, pier handling, marshalling, demurrage, lighterage, heavy lifts and the like. Boxes and/or other packaging returned will not be credited and will only be accepted on the basis of a written agreement.

**§ 13. RETURNS**

Products which are normally stocked by the company for sale (specifically excluding any custom products or products using or integrating purchaser's equipment) ordered in error may be returned, at the purchaser's expense, within thirty (30) days of delivery for credit, less an amount equal to 25% of the original purchase price, representing a restocking charge. No product is to be returned to the company by the purchaser without the prior written consent, acceptance and authorization of the company, and all returns require a return authorization number which must be included on all



shipping paperwork. The company shall have no liability for products damaged in shipment. To apply for permission to return products, the purchaser must first complete the "Return Goods" form, which can be found on [www.balboawatergroup.com](http://www.balboawatergroup.com) for shipments from the United States and Australia, or [www.hydroair.dk](http://www.hydroair.dk) for shipments from Denmark, and then contact the company for further instructions.

#### **§14. COMPANY WARRANTY POLICY**

The company's limited warranty entitled "Balboa Water Group Limited Warranty" is accepted in its entirety by the purchaser as the sole warranty relating to the products, and is incorporated herein and made a part of these terms and conditions by this reference.

#### **§ 15. PRODUCT LIABILITY**

The purchaser shall at all times indemnify, defend and hold the company and its present and former directors, officers, employees agents and affiliates (collectively, "indemnitees") harmless against all claims, proceedings, demands and liabilities of any kind whatsoever, including reasonable legal expenses and attorneys' fees, arising out of the death of or injury to any person or persons or out of any damage to property, resulting from the development, production, manufacture, sale, use, or advertisement of the purchaser's products. The purchaser shall obtain and carry in full force and effect at all times commercial, general liability insurance which shall protect the purchaser and the indemnitees from all such claims. Such insurance shall be written by a reputable insurance company and shall be endorsed to include product liability coverage, and shall contain limits not less than those necessary to adequately insure for all such potential claims. The purchaser shall, upon request, provide the company with certificates of insurance from the insurance carrier evidencing the foregoing insurance coverage.

#### **§ 16. PRODUCT INFORMATION ADVICE LIABILITY**

Absent the existence of a specific written agreement to the contrary, any product information, technical advice or other informational assistance furnished by the company relating in any manner to its products shall be furnished without additional charge and will be given and accepted at the purchaser's sole risk. The company has no obligation to provide any information or assistance prior to receipt of the full purchase price from the purchaser for the products. The company will have no liability for damages, loss or expense arising out of the provision of information or assistance or any act or omission, including negligence, by the company or its agents. Notwithstanding the foregoing, in the limited circumstance where the company has supplied separate, non-standard written advice to the purchaser in the form of the preparation of specific, customized written calculations or in the form of a specific, customized written statement concerning the suitability of the items sold for a specified purpose issued to a purchaser who cannot reasonably be considered to possess the requisite professional knowledge of the area to be able to evaluate the suitability of the items without assistance, then the company shall accept limited liability only if the advice provided can be considered indefensible in relation to the knowledge the company possessed regarding the object of the advice at the time same was given. The company shall accept no liability for statements if it has been made clear that such statements are based on an approximate evaluation or estimation. Should errors be discovered in the written advice supplied by the company in connection with the delivery from the company, the purchaser shall, without undue delay and immediately after the purchaser has or should have become aware of the presence of the errors, inform the company of same. Should this provision be ignored or waived, the company shall only pay compensation for such losses as may have arisen as a direct consequence of the incorrect advice from the company at the time at which the purchaser should have informed the company. In no event shall the liability of the company for losses incurred as a result of incorrect information or advice exceed the obligation to repair or replace the product in question with like product, and in no event shall the company be liable to purchaser for any amounts in excess of the purchase price paid for the individual product which is the subject of the cause of action. The liability of the company for losses incurred as a result of errors in information or advice shall lapse no later than one (1) year after the items to which the information or advice is linked have been delivered to the purchaser.

#### **§ 17. LIMITATION ON LIABILITY**

THE COMPANY SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE OR OTHER BREACH OF THESE TERMS AND CONDITIONS AND IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED ON CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL THE COMPANY'S LIABILITY TO THE PURCHASER EXCEED THE PURCHASE PRICE PAID FOR THE INDIVIDUAL PRODUCT WHICH IS THE SUBJECT OF THE CAUSE OF ACTION. IN NO EVENT SHALL THE COMPANY'S LIABILITY TO THE PURCHASER EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, operating losses, business interruption, loss of use or revenue, cost of capital, fines or other indirect losses, or loss or damage to property or equipment.

#### **§ 18. MINIMUM ORDERS**

No orders will be accepted under:

\$250.00 USD; 1500 DKK; 200 GBP; 200 EUR; 350 AUD

#### **§ 19. GOVERNING LAWS AND VENUE**

By issuing a purchase order to the company, the purchaser accepts these terms and conditions as applicable therein. Any blanket replacement by the purchaser's terms and conditions is hereby rejected, and in the event of any inconsistency between the terms and conditions hereof and the purchase order, the terms and conditions hereof shall prevail in all instances. For shipments originating from the United States, these terms and conditions shall be governed by, interpreted under, and construed and enforced in accordance with the internal laws of the State of California, U.S.A. applicable to agreements made and to be performed wholly within the State of California, U.S.A., including without limitation the California Uniform Commercial Code and excluding the application of the United Nations Convention on Contracts for the International Sale of Goods and INCOTERMS 2000. In the event a judicial proceeding is necessary, the sole forum for resolving disputes arising under or relating in any manner to these terms and conditions and any purchase order for shipments originating from the United States are the state or federal district

courts located in the County of Orange, State of California, U.S.A. and all related appellate courts, and the parties hereby consent to the jurisdiction of such courts, and that venue shall be in County of Orange, State of California, U.S.A. For shipments originating from Denmark, these terms and conditions shall be governed by, interpreted under, and construed and enforced in accordance with the normal rules of Danish law, excluding, without limitation, the application of the United Nations Convention on Contracts for the International Sale of Goods, and any and all disputes shall be heard solely by Esbjerg Court, Denmark. For shipments originating from Australia, these terms and conditions shall be governed by, interpreted under, and construed and enforced in accordance with the internal laws of the Province of Victoria of Australia excluding, without limitation, the application of the United Nations Convention on Contracts for the International Sale of Goods, and any and all disputes shall be heard solely by the provincial court located in Melbourne, Australia. Each party hereto waives any right to challenge or move the foregoing designated jurisdictions and venues on grounds of inconvenient forum. Service of process may be made in any manner provided for by applicable law, and for shipments from the United States, if purchaser is not otherwise subject to service of process in the State of California, purchaser agrees to and does hereby irrevocably appoint the Secretary of State of the State of California as purchaser's agent for the acceptance of service of process, and a copy of such process shall be mailed by company to purchaser at purchaser's last known address. These terms and conditions are binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, successors and permitted assigns, as the case may be. Except with the prior written approval of the company, the purchaser may not assign a purchaser order or the terms and conditions applicable to it. If any provision contained herein is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and all other provisions shall remain in full force and effect.

#### **§ 20. FORCE MAJEURE**

The company shall not be liable for any delay in performance, shipment or delivery or inability to provide the purchaser with any products due to causes beyond its reasonable control, including, without limitation, strikes, lock-outs, riots, wars, terrorism, mobilization, impoundment, currency restrictions, obstacles to transport, restrictions on fuel or materials, weather, fire, flood, earthquake, other Acts of God, governmental order or regulation, missing or incomplete deliveries from subcontractors, loss of electricity, and acts of the purchaser (including failure to timely provide the company with requested evidence that any export or import license or permit has been issued to the purchaser) or any other such causes beyond the control of the company (collectively, "Force Majeure Events"). Performance, shipment and/or delivery shall be deemed to be suspended for so long as performance of the same is delayed due to causes beyond the company's reasonable control, and the purchaser agrees to accept deliveries whenever such causes have been remedied in accordance with the terms of the "Delivery times" section above.

#### **§ 21. COMPLIANCE WITH LAWS**

All transactions hereunder shall at all times be subject to and conditioned upon compliance with all applicable export control laws and regulations, including those of the country from which products are shipped and those of the U.S. Government. The purchaser agrees that it shall not, except as said laws and regulations may expressly permit, make any disposition by way of transshipment, re-export, diversion or otherwise, of U.S. origin goods and technical data (including computer software), or the direct product thereof, supplied by the company hereunder. The obligations of the parties to comply with all applicable export control laws and regulations shall survive any termination, or discharge of any other contract obligations. The purchaser undertakes to keep itself fully informed of, and to comply with, the applicable export control laws and regulations, including those of the U.S. Government and any amendments thereof. Notwithstanding any other provisions herein, the purchaser shall be responsible for timely obtaining any required authorization, such as an export license, import license, foreign exchange permit, work permit or any other governmental authorization, even though any such authorization may be applied for by the company. The parties shall provide each other reasonable assistance in obtaining required authorizations. The company shall not be liable if any authorization is delayed, denied, revoked, restricted or not renewed and the purchaser shall not be relieved thereby of its obligations to pay the company for its products or services or any other charges which are the obligation of the purchaser hereunder. The purchaser certifies that the products, materials, services, technical data, software or other information or assistance furnished by the company will not be (a) used by any individual or entity listed as a prohibited party on any list of the U.S. Government or foreign country of prohibited or denied parties, (b) sent to any party in a country listed as a prohibited country by the U.S. Government or any foreign country, or (c) used in the design, development, production, stockpiling or use of chemical, biological, or nuclear weapons either by the purchaser or by any entity acting on the purchaser's behalf.

#### **§ 22. PUBLICITY**

The purchaser shall not make or authorize any news release, advertisement or other disclosure which directly or indirectly identifies the company as the source of products without the prior written consent of the company in each instance.

#### **§ 23. DEFINITIONS**

As used herein, the "company" is comprised of the following affiliated entities and divisions: Balboa Water Group, a Delaware corporation; Balboa Instruments, Inc., a California corporation; HydroAir International; and GG Industries.

## **BALBOA WATER GROUP LIMITED WARRANTY**

Balboa Water Group, a Delaware corporation, and its affiliated entities (collectively "BWG," as defined below), warrants to trade purchasers of its products that the products will be free from defects in workmanship and material under normal use and conditions for a specified length of time as outlined below. BWG reserves the sole authority to make any type of warranty or representation concerning our products. BWG will not be responsible for any warranty or representation made by any outside source, including dealers, distributors, retailers, contractors or OEMs.

### **LIMITED PRODUCT WARRANTY**

Subject to the limitations set forth below, BWG warrants that its products will be free of defects in material and workmanship under normal use. All products or components thereof purchased by BWG from a third party for resale to purchaser shall carry only the warranty extended by the original manufacturer.

### **USE OF INSTRUCTIONS**

Purchaser should carefully read the instructions supplied prior to installing or using the product. If purchaser does not have the instructions, please request them from customer service, at the numbers provided. Products are to be operated only in accordance with the instructions provided. The warranty is void if the product is used in a manner not in accordance with the instructions.

### **WARRANTY COVERAGE**

If a product proves to be defective in material or workmanship during the applicable warranty period then BWG will, at its sole option, either repair or replace the product with like product. Purchaser shall pay all disassembly, removal, refitting and installation costs. Replacement product may include remanufactured or refurbished parts or components. Replacement product may include an appropriate substitute product. All warranty claims must be applied for within sixty-days (60) from when the defect becomes known.

### **WARRANTY PERIOD**

Refer to Appendix A labeled "Product Warranty" to find the warranty time period applicable to each product category or family.

### **WARRANTY PROCESS**

Any warranty claim must be processed with BWG only by the purchaser who originally purchased the products. See "How to Get Service" below for further details.

### **WARRANTY EXCLUSIONS**

This warranty does not extend to and is void for any products that have been subjected to: Improper installation or storage; Improper maintenance; Repairs or alterations not authorized or performed by BWG; Accident, damage, abuse, misuse or problems with electrical power; Abnormal or unusual operating conditions or applications; Use not in accordance with product instructions for intended purposes, or use beyond rated capacity, or use in non-residential applications or multi-tenant residential common area applications of more than eight units; A purpose or application in any way different from that for which products were designed; Color variations within a product line or material are common within the industry, and are not the responsibility of BWG. BWG does not warrant any product returned due to mismatching of a color to a particular line or material for which the color was selected.

### **SPARE PARTS AND TECHNICAL ADVICE**

Spare parts are usually stocked by BWG for a reasonable amount of time following the last production run of the product in question. BWG does not warrant that spare parts will be made available for the duration of the warranty coverage or any other specific period of time, and reserves the right to cease supplying spare parts or providing facilities for the repair of spare parts in its discretion. Any technical advice or assistance furnished by BWG with respect to its products covered by this warranty shall be furnished without charge and will be given and accepted at purchaser's sole risk.

### **HOW TO GET SERVICE**

Products cannot be returned to BWG without prior approval and a return authorization number that must be applied on all shipping documents and boxes. Shipments must be via pre-paid freight to the location specified by BWG.

To start the warranty process, please contact a customer service representative at the numbers provided. You will need to provide the following: The product, Confirmation, in writing, specifying the nature of the claim, Proof of the date of original purchase, Full contact details, including name and address, The serial number, if applicable, Freight is at sender's expense unless otherwise authorized by BWG. A \$50 USD/ 40EUR hourly fee plus reimbursement of all shipping expenses, if applicable, will be charged to purchaser for any merchandise returned for inspection that does not reveal defects of material or workmanship.

### **LIMITATION OF WARRANTIES**

BWG'S SOLE RESPONSIBILITY FOR DEFECTS IN MATERIALS AND WORKMANSHIP IS STRICTLY LIMITED TO REPAIR OR REPLACEMENT AS SET FORTH IN THIS WARRANTY STATEMENT. BWG EXPRESSLY DISCLAIMS AND EXCLUDES ALL EXPRESS AND IMPLIED WARRANTIES FOR THE PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL LIABILITIES TO THIRD PARTIES. In no event shall BWG be liable to purchaser for any amounts in excess of the purchase price paid for the individual product which is the subject of the cause of action.

### **EXCLUSION OF DAMAGES**

This is BWG's sole and exclusive warranty and supersedes and replaces all other warranties, written or oral, express or implied. BWG will not be liable for any loss, liability, damage, expense, cost or obligation, whether direct or indirect, including but not limited to water damages, removal and replacement labor, damages due to delay in performance, property loss, injury, death or any other consequential, incidental, special or punitive damages of any type, resulting from the purchase or use of its products, and purchaser assumes all such risks and shall indemnify, defend and hold BWG harmless from all such risks and shall carry adequate insurance against all such risks. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use of revenue, cost of capital or loss or damage to property or equipment. Further, BWG does not assume liability for defective products or software or damage caused by defective products or software not manufactured or sold by it even though such products or software may be used in conjunction with BWG's products. This warranty is **NOT** a consumer warranty, is not transferable or assignable (by operation of law or otherwise), and does not extend to anyone other than those who purchase products directly from BWG.

### **GOVERNING LAWS AND VENUES**

For products shipped from the United States, this warranty will be interpreted and enforced in accordance with the laws of the State of California regardless of any choice of law principles and excluding the application of the United Nations Convention on Contracts for the International Sale of Goods and INCOTERMS 2000. The parties will submit any dispute or claim arising under or relating to this warranty to the exclusive jurisdiction of the U.S. federal or California state courts within the County of Orange, State of California, and the parties hereby submit to, and waive any objection to, personal jurisdiction and venue in such courts for such purpose. For products shipped from Denmark, this warranty shall be governed by, interpreted under, and construed and enforced in accordance with the normal rules of Danish law, excluding, without limitation, the application of the United Nations Convention on Contracts for the International Sale of Goods, and any and all disputes shall be heard solely by Esbjerg Court, Denmark. For products shipped from Australia, this shall be governed by, interpreted under, and construed and enforced in accordance with the internal laws of the Province of Victoria of Australia excluding, without limitation, the application of the United Nations Convention on Contracts for the International Sale of Goods, and any and all disputes shall be heard solely by the provincial court located in Melbourne, Australia. If any provision of this warranty is found by a court of competent jurisdiction to be unenforceable, that provision will be severed and the remainder of this warranty will continue in full force and effect.

### **DEFINITIONS**

As used herein BWG is comprised of the following affiliated entities and divisions: Balboa Water Group, a Delaware corporation; Balboa Instruments, Inc., a California corporation; HydroAir International; and GG Industries.

Rev. 05 Feb. 8, 2012 Aus Pumps

**APPENDIX A "PRODUCT WARRANTY"**  
 Specific Product Warranty  
 Warranty applies to residential applications only

Covered Product	Limited Warranty Period	Exceptions
Pumps	12 Months From date of first consumer purchase.	Does not include travel charges, removal, reinstallation, and labour charges.

**HOW TO GET WARRANTY SERVICE IN AUSTRALIA OR NEW ZEALAND**

Products cannot be returned to BWG without prior approval and a return authorization number that must be applied on all shipping documents and boxes. Shipments must be via pre-paid freight to the location specified by BWG.

- a) To start the warranty process, please contact the manufacturer of the spa **bath** (tub), the dealer or retail location you purchased your product from.
- b) You will need to provide the following:
  - a. The product
  - b. Confirmation, in writing, specifying the nature of the claim
  - c. Proof of the date of original purchase
  - d. Full contact details, including name and address
  - e. The serial number, if applicable
- c) They will collect your information and contact Balboa Water Group for processing the claim
- d) Once received, Balboa Technical Support will contact you
  - a. The representative will review the issue with you and collect any additional notes regarding the claim
  - b. The technician may also ask you to perform some basic troubleshooting steps to rectify and fix problems that may not require a visit by a service agent.
  - c. If the customer is unwilling to work with the technician over telephone, or can not make arrangements for a time convenient to them to perform the troubleshooting themselves or by someone else, a warranty claim cannot be processed.
  - d. If the product is under warranty and can not be rectified over the phone, the representative will determine if the product qualifies for warranty service or warranty part replacement.
- e) Products Under Warranty
  - a. For products requiring warranty replacement, Balboa will send out a replacement part at no charge.
  - b. For products requiring warranty service, Balboa will make arrangements with in-country service agents to schedule warranty service at no charge.
- f) Products out of Warranty
  - a. For products not under warranty, the customer must make their own arrangements for a service agent to repair or replace the part at their own cost.
- g) If you need to contact Balboa Water Group
  - a. Via Phone at 1-714-384-0384 or toll free in AUS at 1-800-137-879, or
  - b. Fax to 1-714-384-0385 or toll free in AUS 1-800-070-3233, or
  - c. Email at [customerservice@balboawater.com](mailto:customerservice@balboawater.com)
- h) Other charges
  - a. Freight is at sender's expense unless otherwise authorized by BWG.
  - b. A \$50 USD/ 40EUR / 65 AUD hourly fee plus reimbursement of all shipping expenses, if applicable, will be charged to purchaser for any merchandise returned for inspection that does not reveal defects of material or workmanship.

**US Operations**

1382 Bell Avenue, Tustin, California 92780      **Tech Support** 1-714-384-0384  
**Main Number** 1-714-384-0384 | **Fax Number** 1-714-384-0385 | **Inside Sales** 1-714-384-0384 |

**International Operations**

HydroAir International, Roustvej 50, DK-6800 Varde      **Main** : (+45) 75 22 46 88 | **Fax** : (+45) 75 22 52 45

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