

# AQUATIC LIMITED LIFETIME WARRANTY

This warranty is for Millennium, Infinity, LuxeAir and Estate Whirlpools, Serenity Air Baths, Serenity Studio Baths and Restoration Series. Limited Warranty applies to original consumer for household usage.

## **Products Covered**

Structures and surface finishes, pumps and blowers on the Millennium, Infinity, LuxeAir, Estate, Serenity Air Baths, Serenity Studio, and Restoration Series.

## **Warranty Periods for specific components**

### **LIFETIME WARRANTY**

There is a lifetime warranty for whirlpools, air baths, tub shells, pumps and blowers. Aquatic extends this warranty to the original consumer purchaser of the acrylic, fiberglass reinforced shell. This is a non-transferable lifetime warranty that the shell will retain its structural integrity and configuration and be free of water loss due to a defect in the tub shell. The warranty covers the tub shell and the factory installed pump and blower against defects in material or workmanship. This warranty does not apply to all other components (attachments to the acrylic, fiberglass reinforced shell, such as plumbing, fittings and other apparatuses) because these pieces are covered below under Aquatic's 2 Year Warranty.

There is also a lifetime surface warranty for the face of Aquatic's whirlpools, Air baths and baths. The interior surface is warranted against fading, blistering, cracking and delamination due to defects in the surface materials for life. This surface warranty extends to defects due to surface material mixing or molding. This surface warranty does not apply to fading, cracking, delamination or blistering due to excessive wear, sun fading or scouring due to cleaning.

## **2-YEAR EQUIPMENT WARRANTY**

All support equipment; components, controls and plumbing equipment are warranted for 2 years from date of purchase, but not more than 3 years from date of manufacture, against defects in workmanship and materials. Light bulbs, fuses and pillows are not included in this two-year period. However, these accessories are warranted to be free from defects in materials and workmanship at the time of delivery to the original purchaser. Limited labor is covered for 2 years from purchase, but never more than 3 years from date of manufacture, for limited labor on the support equipment, controls, and plumbing.

## **EXCLUSIVE REMEDY**

Aquatic will, at its option, repair or replace (without removal or installation) the affected components of any defective unit or system; repair or replace (without removal or installation) the entire defective unit or system; or refund the then-current list price of the whirlpool, air bath, or bath. In all cases, a reasonable time period must be allowed for warranty repairs to be completed.

## **WHAT YOU MUST DO**

In order to make a claim under these warranties:

1. You must be the original consumer purchaser of the whirlpool, air bath or bath.
2. You must promptly notify us within the warranty period of any defect and provide us with any substantiation that we may reasonably request. Write to:

Aquatic

8101 E Kaiser Blvd., Suite 200

Anaheim, CA 92808

3. The whirlpool, air bath or bath must have been installed and maintained in accordance with good industry practice and the specific Aquatic directions contained in the Owner's Manual and Installation Guide.

## **EXCLUSIONS**

These warranties do not extend to or do not cover defects caused by:

1. Shipping damage by carriers or installation errors.
2. Accident, acts of God, abuse or misuse.
3. Unreasonable use (including any use for non-bathing purposes or failure to provide reasonable and necessary maintenance as specified in Aquatic
4. Owner's Manual and Installation Guide supplied with the whirlpool, air bath or bath).
5. Any alteration, customization, or modification of the whirlpool/air bath/bath or its components.

## **LIMITATIONS**

1. Aquatic whirlpools and baths sold for industrial, commercial and hotel use are warranted for 2 years, but not more than 3 years from date of manufacture, with a 2 year limited warranty that the shell will retain its structural integrity and configuration and be free of water loss due to a defect in the tub. The interior surface/face of the whirlpool/air bath/bath is warranted against fading, blistering, cracking and delamination due to defects in the surface materials for 2 years as well. All support equipment, components, controls and plumbing equipment and limited labor on the support equipment, controls, or plumbing are warranted for 1 year from date of purchase, but not more than 2 years from date of manufacture. Pump seals, "O" rings, light bulbs, fuses and pillows are not included in this

2-year period. However, these accessories are warranted to be free from defects in materials and workmanship at the time of delivery to the original purchaser.

2. In all cases, Aquatic reserves the right to fully satisfy its obligations under the Limited Warranties by refunding the then-current list price of the defective whirlpool, air bath or bath (or, if the whirlpool, air bath or bath has been discontinued, of the most nearly comparable current product).
3. THESE WARRANTIES ARE NON-TRANSFERABLE TO ANY OTHER PURCHASER OR PARTY OTHER THAN THE ORIGINAL CONSUMER. NO OTHER AGENT OR PARTY CAN GIVE ANY OTHER WARRANTY OR PROMISE. THIS IS THE SOLE WARRANTY FOR YOUR AQUATIC PRODUCT.
4. Aquatic will not cover any installation or reinstallation costs related to this warranty, except under the limited labor allowance under the 2-Year Equipment Warranty above.

#### **GENERAL**

This warranty gives you specific legal rights; you may also have other rights, which vary from state to state. THE DURATION OF ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THE EXPRESS WARRANTIES HEREIN. AQUATIC EXPRESSLY EXCLUDES INCIDENTAL AND CONSEQUENTIAL DAMAGES, TO INCLUDE LOSS OF TIME, INCONVENIENCE OR LOSS OF USE OF RESIDENCE, FOR ANY BREACH OF THE EXPRESS OR IMPLIED WARRANTY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

SOME STATES DO NOT ALLOW ANY LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

## **AQUATIC 10-YEAR LIMITED WARRANTY**

Applicable to Aquatic's Symphony Air Collection and Delicair Laundry Basins. This limited warranty is for the original consumer for household usage.

### **WHAT PRODUCTS ARE COVERED**

This warranty covers structures and surface finishes on whirlpools ("whirlpools"), soaking baths ("baths") and Delicair Laundry Basins, and their support equipment, components, attachments, controls and plumbing equipment. Different warranty periods apply to specific components.

### **WARRANTY PERIODS FOR SPECIFIC COMPONENTS**

There is a 10-year structural warranty for whirlpool/bath shells. Aquatic extends this warranty to the original consumer purchaser of the acrylic, fiberglass reinforced shell of a Symphony Air Bath and/or a Delicair Laundry Basin. This is a limited warranty that the shell will retain its structural integrity and configuration and be free of water loss due to a defect in the tub shell for a period of 10 years from the date of purchase, but never more than 11 years from date of manufacture. This limited structural warranty does not apply to attachments to the acrylic, fiberglass-reinforced shell, such as plumbing, fittings and other apparatuses; these pieces are covered in Aquatic's 2-Year Warranty.

There is a 10-year surface warranty for the face of the whirlpool/bath. The interior surface/face of a Symphony Air Collection and Delicair Laundry Basin is warranted against fading, blistering, cracking and delamination due to defects in the surface materials for a period of 10 years from the date of purchase, but never more than 11 years from date of manufacture. This surface warranty extends to defects due to surface material mixing or molding. This surface warranty does not apply to fading, cracking, delamination or blistering due to excessive wear, sun fading or scouring due to cleaning.

There is a 2-year equipment warranty for support equipment, components, controls and plumbing equipment. All support equipment, components, controls and plumbing equipment on the Symphony Air Collection and Delicair Laundry Basins are warranted for 2 years from date of purchase, but not more than 3 years from date of manufacture, against defects in workmanship and materials. Pump seals, "O" rings, light bulbs, fuses and pillows are not included in this 2-year period. However, these accessories are warranted to be free from defects in materials and workmanship at the time of delivery to the original purchaser. Limited labor is covered for 2 years from purchase, but never more than 3 years from date of manufacture, for limited labor on the support equipment, controls, or plumbing.

#### **EXCLUSIVE REMEDY**

Aquatic will, at its option, repair or replace (without removal or installation) the affected components of any defective unit or system; repair or replace (without removal or installation) the entire defective unit or system; or refund the then-current list price of the whirlpool, bath or Delicair Laundry Basin. In all cases, a reasonable time period must be allowed for warranty repairs to be completed.

#### **WHAT YOU MUST DO**

In order to make a claim under these warranties:

1. You must be the original consumer purchaser of the whirlpools, baths or Delicair Laundry Basins.
2. You must promptly notify us within the warranty period of any defect and provide us with any substantiation that we may reasonably request. Write to:

Aquatic

8101 E Kaiser Blvd., Suite 200

Anaheim, CA 92808

3. The whirlpools and tubs must have been installed and maintained in accordance with good industry practice and the specific Aquatic directions contained in the Owner's Manual and Installation Guide.

## **EXCLUSIONS**

These warranties do not extend to or do not cover defects caused by:

1. Shipping damage by carriers or installation errors.
2. Accident, acts of God, abuse or misuse.
3. Unreasonable use (including any use for non-bathing purposes or failure to provide reasonable and necessary maintenance as specified in Aquatic Owner's Manual and Installation Guide supplied with the whirlpool, bath or Delicair Laundry Basin).
4. Any alteration, customization, or modification of the whirlpool/bath or Delicair Laundry Basin or its components.

## **LIMITATIONS**

1. Aquatic whirlpools, baths and Delicair Laundry Basins sold for industrial, commercial or hotel use are warranted for two years, but not more than 3 years from date of manufacture, with a limited warranty that the shell will retain its structural integrity and configuration and be free of water loss due to a defect in the bath or Delicair Laundry Basin and the interior surface/face of the whirlpool/bath and Delicair Laundry Basin is warranted against fading, blistering, cracking and delamination due to defects in the surface materials. All support equipment, components, controls and plumbing equipment and limited labor on the support equipment, controls, or plumbing are warranted for 1 year, but not more than 2 years from date of manufacture. Pump seals, "O" rings, light bulbs, fuses and pillows are

not included in this 2-year period. However, these accessories are warranted to be free from defects in materials and workmanship at the time of delivery to the original purchaser.

2. In all cases, Aquatic reserves the right to fully satisfy its obligations under the Limited Warranties by refunding the then-current list price of the defective whirlpool, bath or Delicair Laundry Basin (or, if the whirlpool, bath or Delicair Laundry Basin has been discontinued, of the most nearly comparable current product).
3. Aquatic reserves the right to furnish a substitute or replacement component or product in the event a whirlpool, bath or Delicair Laundry Basin or any component of these products is discontinued or otherwise unavailable.
4. THESE WARRANTIES ARE NON-TRANSFERABLE TO ANY OTHER PURCHASER OR PARTY OTHER THAN THE ORIGINAL CONSUMER. NO OTHER AGENT OR PARTY CAN GIVE ANY OTHER WARRANTY OR PROMISE. THIS IS THE SOLE WARRANTY FOR YOUR AQUATIC PRODUCT.
5. Aquatic will not cover any installation or reinstallation costs related to this warranty, except under the limited labor allowance under the 2-Year Equipment Warranty above.
6. Your warranty period starts (begins to run) at the earlier of 1) the beginning of installation of your whirlpool/bath or Delicair Laundry Basin in a home, or 2) the purchase of your whirlpool/bath or Delicair Laundry Basin, and shall never exceed 8 years from the date the whirlpool/bath or Delicair Laundry Basin is manufactured for its shell or finish, or 3 years from the manufacture of plumbing supplies and accessories.

## **GENERAL**

This warranty gives you specific legal rights; you may also have other rights, which vary from state to state. THE DURATION OF ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED



WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THE EXPRESS WARRANTIES HEREIN. AQUATIC EXPRESSLY EXCLUDES INCIDENTAL AND CONSEQUENTIAL DAMAGES, TO INCLUDE LOSS OF TIME, INCONVENIENCE, OR LOSS OF USE OF RESIDENCE, FOR ANY BREACH OF THE EXPRESS OR IMPLIED WARRANTY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

SOME STATES DO NOT ALLOW ANY LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

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