

One Year Warranty on Jacuzzi® Branded Accessories

WARRANTY COVERAGE

Jacuzzi Luxury Bath ("Company") offers a one year warranty to the original purchaser ("user") of a Jacuzzi® branded accessory for personal or single family residential use, subject to the following terms, conditions and limitations. The Company will repair or replace, at its sole option, the accessory or its component parts in accordance with the terms, conditions and limitations set forth in this limited warranty. Units in commercial use are excluded from any warranty coverage whatsoever. PLEASE READ THIS ENTIRE LIMITED WARRANTY, AS EXCLUSIONS AND CONDITIONS APPLY. All portions of the accessory are warranted against defects in material and workmanship for one year from date of purchase. This warranty does not apply to any display models or to any options or accessories not specifically mentioned herein. Warranty coverage begins on the date the unit was originally purchased by the user. The warranties provided by Company do not cover labor, and are parts only warranties.

The components referenced above and coverage of this warranty are for defects in material or workmanship, and not damage caused by installation, neglect, misuse, abuse, hard water conditions, optional equipment, the unit's prior usage as an operational display, defects that should have been discovered before installation, or failure to follow the instructions and warnings set forth in the owner's manual, including but not limited to cleaning of the accessory and its component parts, such as using chemicals, abrasives, acids, solvents, etc. Inspecting the unit prior to installation is the responsibility of the user, as well as the installer or building contractor who acts on behalf of the user. In the event of a problem, the unit must not be installed. The Company is not responsible for failures or damage that could have been discovered, repaired, or avoided by proper inspection and testing prior to installation. Damage occurring in transit is the responsibility of the carrier. Damage occurring to the unit during installation is the responsibility of the installer, building contractor and/or user, and damage occurring thereafter is the responsibility of the user. Any replacement parts shall be covered only by the original equipment manufacturer warranty, if any. The distributor, dealer and user are responsible for knowing local code requirements and notifying the installing contractor of these requirements at the time of purchase. The Company is not responsible for costs to modify any product to obtain any code approval, such as city, county, or state building codes in U.S.A. or federal, municipal, provincial or other codes in Canada and Mexico. To make a claim, user must first contact Company and thereafter return any part claimed to be defective within the warranty period to Company, freight prepaid. Proof of purchase (original sales receipt) from the original purchaser must accompany all warranty claims. Defects or damage caused by the use of other than genuine Company parts is not covered by this warranty.

IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED TOGETHER OR TO THE FULLEST EXTENT ALLOWED BY LAW. This 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. Company reserves the right to use replacement parts that may be different from the part(s) that accompanied the original accessory, including but not limited to different in appearance, configuration, performance and/or structure. 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. In addition, THE COMPANY WILL NOT BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES or losses arising from any cause including but not limited to its own negligence. This exclusion applies even if Company was advised in advance of the possibility of such damages. This 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. Accessories are excluded from any warranty coverage if any addition, deletion, or modification of any kind whatsoever has been made to the unit (or to any component). Warranty coverage is provided in the United States of America, Canada and Mexico only. The liability of Company under this limited warranty, if any, shall not exceed the original amount paid for the product claimed to be defective. Dated proof of purchase of accessory is required for a warranty claim. These disclaimers shall be equally applicable to any service provided by Company and its designated representatives.

The Company will provide the warranty service described above when the following conditions have been met: the failure is of the nature or type covered by the warranty; the user has informed an Authorized Jacuzzi Luxury Bath Service Agent or Warranty Service Department Representative of the nature of the problem during the warranty period; conclusive evidence (e.g., dated proof of purchase) 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 Jacuzzi Luxury Bath at: www.jacuzzi.com or Warranty Service Department, 14525 Monte Vista Avenue, Chino, California 91710, (800) 288-4002.

All replacement parts, equipment, and repairs shall assume the remaining warranty period of the part(s) replaced. 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.

LEGAL RIGHTS: This Limited Warranty gives you specific legal rights. There are no warranties applicable to Jacuzzi® products 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 damages, so some of the above limitations 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 authorized literature or specifications furnished by the Company.