

# Limited Lifetime Warranty on Jacuzzi Branded Baths for the Comfort, Comfort Plus, Pure Air®, Luxury, Salon™ Spa, and Pure Air® II Collections

## WARRANTY COVERAGE

Jacuzzi Whirlpool Bath (the "Company") offers the following expressed limited lifetime warranty to the original purchaser of any Jacuzzi® Whirlpool Bath products provided in the Company's Comfort, Comfort Plus, Pure Air®, Pure Air® II, and Luxury™ collections ("Bath") who purchases the Bath for personal or single family residential use ("user"): The Company will repair or replace, at its sole option, the Bath or its equipment in accordance with the following terms and conditions. This warranty does not apply to non-branded Bath products manufactured by the Company.

## LIFETIME WARRANTY ON BATHS

The Company extends to the user of the Bath a non-transferable limited lifetime warranty that the shell will maintain its structural integrity and configuration and be free of water loss due to a defect in the tub shell. This warranty covers only the tub shell and the manufacturer installed pump, jets, controls, and blower against defects in material or workmanship. This warranty does not apply to any display models or to any options or accessories which are covered under our limited ninety (90) day warranty set forth below.

Warranty coverage begins on the date the unit was originally purchased by the user and upon receipt by the Company of a completely filled out Warranty Registration Card as described below.

## 2 YEAR LABOR WARRANTY FOR ALL FACTORY INSTALLED COMPONENTS:

Our limited labor warranty is for a period of **Two (2) Years** from the date the unit was originally purchased by the user, but not more than Three (3) Years from date of manufacture. All factory installed components (e.g., pump, motor, blower, and plumbing) are covered under our labor warranty against failure due to defects in materials and workmanship.

## NINETY DAY (PARTS ONLY) LIMITED WARRANTY ON OPTIONS AND ACCESSORIES

Our limited warranty on options and accessories is for ninety (90) days for parts only. Our warranty covers options and accessories manufactured (e.g., fill spout kits, trim kits, skirts, video monitors, plasma television screens, CD and MP3 players and other music and video devices and optional heaters) against defects in material or workmanship. Warranty coverage begins on the date the option or accessory was originally purchased by the user. These items may be covered by a manufacturer's warranty which may have a longer duration than this limited warranty. Please confirm with the manufacturer the duration of the appropriate warranty for Options and Accessories.

## WARRANTY LIMITATIONS

Our limited warranty does not cover defects, damage, or failure caused by the common carrier, installer, user, or other persons, pets, or rodents, or resulting from, without limitation, any of the following: careless handling (lifting unit by plumbing, abrading finish, etc.) including its own 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; improper voltage supply or unauthorized electrical modification; misuse; incorrect operation, or lack of proper routine maintenance; operation of the unit without specified minimum amount of water or at inappropriate water temperature; use of abrasive or improper cleaners; or acts of God, such as lightning, floods, earthquakes, etc.

In addition, THE COMPANY WILL NOT BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES or losses arising from any cause (e.g., water damage to carpet, ceiling, tiles, marble, loss of use, etc.) including its own negligence; damages to, respecting, or resulting from: plated parts when pool and/or spa chemicals are used in the unit or hard water conditions; optional bath equipment not manufactured by the Company but supplied by Dealer, installer or the Company; the unit's prior usage as an operational display; or defects that should have been discovered before installation.

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. Bath units 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 and Canada only.

## EXCLUSION OF IMPLIED WARRANTIES

IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED ALTOGETHER OR TO THE FULLEST EXTENT ALLOWED BY LAW.

NOTICE: This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. There are no warranties applicable to Jacuzzi Whirlpool Bath products except as expressly stated herein or as implied by applicable state and federal laws. The 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.

Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you.

#### **RETURN OF WARRANTY CARD**

The attached Warranty Registration Card **MUST** be filled out by the purchaser within thirty (30) days from purchase and received by Jacuzzi Whirlpool Bath in order for this warranty to become effective.

#### **RESPONSIBILITIES OF OTHERS**

Inspecting the unit prior to installation is the responsibility of the installer or building contractor who acts on behalf of the user. They are responsible for 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, 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 (including proper water testing) 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.

It is the responsibility of the installer, building contractor, or user to provide access for service. The Company is not responsible for any costs relating to obtaining access for repair. The user shall bear such costs and, if appropriate, must seek recovery from the installer.

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 optional equipment is the sole responsibility of the equipment manufacturer except as provided above and shall not extend to or apply to any replacement parts for the Options and accessories. Any replacement parts shall be covered by the original equipment manufacturer.

The Distributor or Dealer is responsible for knowing local code requirements and notifying the installing contractor and/or user 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 municipal or provincial codes in Canada.

#### **WARRANTY SERVICE**

For the customer'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 of the nature or type covered by the warranty; the user has informed an Authorized Jacuzzi Whirlpool Bath Service Agent or 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; 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 the nearest Jacuzzi Whirlpool Bath Authorized Service Agent ([http://www.jacuzzi.com/trade/bath\\_product\\_support/repairs/](http://www.jacuzzi.com/trade/bath_product_support/repairs/)) for listing. Describe the problem and the Authorized Service Agent will inspect the unit and provide the required warranty service.

If you are unable to contact a Jacuzzi Whirlpool Bath Authorized Service Agent, call or write:

Jacuzzi Whirlpool Bath  
Warranty Service Department  
14801 Quorum Dr., Suite 400,  
Dallas, TX 75254  
Call: 1-(800) 288-4002

To obtain warranty replacement for factory-installed components for Company supplied options and accessories manufactured and supplied by the Company, call or write the above. Provide a description of the problem and proof of 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.

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.