

## **LIMITED WARRANTY**

This limited warranty is extended to the first user or the original retail purchaser for a period of 5 years from date of purchase, and is not enforceable by any other party. HYDRO SYSTEMS, INC. warrants that the system and/or bathtub is free from defects in the workmanship and/or materials. This limited warranty does not include any other items not manufactured by HYDRO SYSTEMS, INC. HYDRO SYSTEMS, INC. does not assume liability for the finish or the wearing quality of any plated product. No dealer or other person has any authority to make any warranties or representations concerning HYDRO SYSTEMS, INC. or its products. Accordingly, HYDRO SYSTEMS, INC. is not responsible for any such warranties or representations. THERE ARE NO WARRANTIES BEYOND THE DESCRIPTION ON THE FACE HEREOF. NO WARRANTY OF MERCHANTABILITY, FITNESS, NOR OTHER WARRANTY (WHETHER EXPRESS, IMPLIED OR STATUTORY) IS MADE BY HYDRO SYSTEMS, INC., EXCEPT THAT IT WARRANTS THE GOODS TO BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP IN NORMAL USE AND SERVICE AS DESCRIBED ON THE FACE HEREOF.

### **Warranty Obligations of HYDRO SYSTEMS, INC.:**

Should a defect in workmanship and/or material in any item covered by this warranty become evident during the term of the warranty, then upon the consumer following the procedures set forth below, HYDRO SYSTEMS, INC. at its opinion, will repair or replace such item at its own cost and expense. HYDRO SYSTEMS, INC. is not, however, responsible under this warranty for any cost of shipping or transportation or the equipment or parts thereof to or from the Service Department. Also, HYDRO SYSTEMS, INC. is not liable for any loss of time, inconvenience, incidental expenses such as telephone calls, labor or material charges incurred in connection with the removal or the replacement of the equipment, or any other incidental or consequential damages, unless otherwise prohibited by applicable State law.

### **Procedures to be followed to obtain warranty service:**

1. Upon discovery of any defect or malfunction, notify the supplier/installer and HYDRO SYSTEMS, INC. Service Department, 29132 Avenue Paine, Valencia, Ca. 91355, Telephone: (661) 775-0686, within (150) ten days and include a description of the malfunction or defect, the date the product was purchased and installed, the name and address of the seller and installer, HYDRO SYSTEMS invoice #, the name, address and residence and business telephone numbers of the person sending the notice together with information as to when the system can be inspected.
2. Upon inspection, HYDRO SYSTEMS, INC. at its option will repair or replace any defective or malfunctioning part of its system or bathtub. If repairs cannot be made on site, HYDRO SYSTEMS, at its opinion will repair or replace at the factory. However, the cost of removal or installation of a replacement system and cost of transportation to and from HYDRO SYSTEMS, INC. are not covered. All parts, labor and materials necessary to repair the system or bathtub are covered except parts excluded above.

### **Exclusions - This warranty does not cover:**

1. Any items manufactured by other companies and installed by HYDRO SYSTEMS, INC. such items may carry warranties offered by the manufactures of the original items.
2. Problems resulting from failure to comply with installation instructions or drawings, or improper installation.
3. Problems resulting from abuse, misuse, negligence or accident by any party other than HYDRO SYSTEMS, INC. such as, but not limited to, damage to parts by installers.
4. Problems resulting in whole or part from alteration or modification of these products by any party.
5. Metal failures due to chemical corrosion.

This warranty is provided to you as part of your purchase order. It gives you specific legal rights, you should keep it in a safe place along with your purchase order.