

Limited Warranty on Jacuzzi® Branded Luxecast® Bathtubs

WARRANTY COVERAGE

Jacuzzi Luxury Bath (the “Company”) offers the following expressed limited warranty to the original purchaser of any Jacuzzi® branded Luxecast® bathtub (“Bath”) who purchases the Bath for personal or single (“user”) use. The Company will repair or replace, at its sole option, the Bath and equipment in accordance with the following terms and conditions. This warranty does not apply to non-Jacuzzi® branded Bath products or units in commercial use which are excluded from warranty coverage whatsoever. PLEASE READ THIS ENTIRE LIMITED WARRANTY, AS EXCLUSIONS AND CONDITIONS APPLY.

DURATION & COVERAGE-Company provides the following warranty against defects in material and workmanship, subject to the term, conditions, limitations and exclusions set forth herein. All time periods commence on the original date of purchase.

Component	Duration for Defects in Material and Workmanship	Labor
Bathtub Vessel (see exclusions below)	5 Years	90 Days
Included Drain	90 Days	No Labor Warranty

NINETY DAY (PARTS ONLY) LIMITED WARRANTY ON DRAIN ACCESSORY

Our limited warranty on the drain accessory is for ninety (90) days for parts only. Our warranty covers the drain accessory included with the Bath against defects in material and workmanship. Warranty coverage begins on the date the Bath was originally purchased by the user.

FIVE YEAR LIMITED WARRANTY ON BATHS

The Company extends to the original purchaser/user of the Bath a non-transferable 5 year limited warranty that the Bath vessel will maintain its structural integrity and configuration and be free of water loss due to a defect in the Bath vessel. This warranty covers only the bathtub vessel against defects in material or workmanship. This warranty does not apply to any display models, which are covered under our limited ninety (90) day warranty set forth below. Warranty coverage begins on the day the unit was purchased by the user. This warranty coverage does not cover defects or water loss due to installation and/or assembly of the Bath or any component, or the sealing of any component, which is not performed by the Company. 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, or failure to follow the instructions and warnings set forth in the owner’s manual, including but not limited to cleaning of the Bath and its component parts. This warranty also does not cover staining, discoloration and fading, which can occur over time.

NINETY DAYS LABOR WARRANTY FOR BATH VESSEL

The company extends a limited labor warranty for a period from the date the unit was originally purchased by the user. This labor warranty is subject to the limitations set forth below.

EXCLUSIONS OF IMPLIED WARRANTIES, WARRANTY LIMITATIONS AND EXCLUSIONS

IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED ALTOGETHER OR TO THE FULLEST EXTENT ALLOWED BY LAW. This Limited 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. All warranty service must be performed by Company or its designated representative using authorized Jacuzzi® parts. Company reserves the right to use replacement Bath or parts that may be different from the Bath or part(s) originally purchased, 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. The limited warranty does not cover defects, damage, or failure caused by common carrier, installer, user, or other persons, pets, or rodents, or resulting from, without limitation, any of the following: careless handling (including negligence of any party; 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 made by the installer of the Bath or any component; misuse; abuse; incorrect operation, or lack of proper routine maintenance; operation of the unit 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 but not limited to its own negligence; damages to, respecting, or resulting from: plated parts when chemicals or cleaning

products are used on the Bath; hard water conditions; optional Bath equipment not manufactured by the Company but supplied by a dealer, installer or the Company; the unit's prior usage as an operational display; or defects that should have been discovered before installation. 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. 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, Canada and Mexico only. The liability of Company under this limited warranty, if any, shall not exceed the original amount paid for the Bath or product claimed to be defective. Dated proof of purchase of Bath or product is required for a warranty claim. These disclaimers shall be equally applicable to any service provided by Company and its designated representatives.

WARRANTY REGISTRATION

To register your product, please go to our website <http://www.jacuzzi.com/baths/>, then select Warranty Registration at the bottom of the page. You will then be prompted to enter your product Serial Number followed by your warranty registration information. You may also register the warranty by completing the registration card provided with your product and mailing it to the Company at the address provided below. The warranty must be registered online or by filling out and returning to the Company the Warranty Registration card within thirty (30) days from the date of purchase in order for this warranty to become effective.

RESPONSIBILITIES OF OTHERS

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. 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. 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. 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 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.

WARRANTY SERVICE

For the user'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 Luxury 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; 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
Call: (800) 288-4002

To obtain warranty replacement for Company supplied drain manufactured and supplied by the Company, call or write the above. Provide a description of the problem and proof of purchase.

All replacement's, and repairs shall assume the remaining warranty period.

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.