

## WHAT PRODUCTS ARE COVERED

Structures and surface finishes, pumps and blowers. All Hydro Massage models except Bronze (Colorado Only)

### LIFETIME WARRANTY FOR WHIRLPOOL/AIRBATH/TUB SHELL, PUMP AND BLOWER

Hydro Massage Products extends to the original consumer purchaser of the acrylic, fiberglass reinforced shell, 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 factory installed pump and blower against defects in material or workmanship. This warranty does not apply to all other components (attachments to acrylic, fiberglass reinforced shell, such as plumbing, fitting and other apparatus) because these are covered below under a 2 Year Warranty.

### LIFETIME SURFACE WARRANTY FOR FACE OF WHIRLPOOL/AIR BATH/TUB

The interior surface is warranted against fading, blistering, cracking and delamination due to defects in the surface materials for life. The 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 FOR SUPPORT EQUIPMENT, COMPONENTS, CONTROLS & PLUMBING EQUIPMENT

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 manufacturer, 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 manufacturer, for limited labor on the support equipment, controls, and plumbing.

### BRONZE SERIES WARRANTY (Colorado Only)

## WHAT PRODUCTS ARE COVERED

Structures and surface finishes on Whirlpools and Soaking Tubs, and their support equipment, components, attachments, controls and plumbing equipment. Different warranty periods apply to specific components.

### 10 YEAR STRUCTURAL WARRANTY FOR WHIRLPOOL BATHTUB SHELL

Hydro Massage Products extends to the original consumer purchaser of the acrylic, fiberglass reinforced shell of the Bronze series whirlpool 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 shell for a period of 10 years from the date of purchase, but not more than 11 years from the date of manufacturer. This limited structural warranty does not apply to the attachments to the acrylic, fiberglass reinforced shell, such as plumbing, fitting and other apparatus; these pieces are covered by a 2 year warranty.

### 10 YEAR SURFACE WARRANTY FOR FACE OF WHIRLOOL BATH/TUB

The interior surface/face of a Bronze Series Whirlpool 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 manufacturer. 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 FOR SUPPORT EQUIPMENT, COMPONENTS, CONTROLS & PLUMBING EQUIPMENT

All support equipment, components, controls and plumbing equipment on the Bronze Series Whirlpools are warranted for 2 years from date of purchase, but not more than 3 years from date of manufacturer, against defects in workmanship and materials. Pump seals, "O" rings, 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 1 year form purchase, but never more than 2 years form date of manufacture, for limited labor on support equipment, controls, or plumbing.

### LIMITED WARRANTY PERIOD AND WARRANTY REQUIREMENTS

The limited warranty period begins on the date of purchase from an authorized HydroMassage dealer or twelve (12) months from date of manufacture, whichever occurs earlier.

This warranty extends to the original purchaser or original end user only and is not transferable to a subsequent owner or user.

Customer's dated sales or delivery receipt, showing the date of purchase of the product, is Customer's proof of the purchase date. Customer may be required to provide proof of purchase as a condition of receiving warranty service.

**Warranty Service.** In order to obtain service provided under this warranty during regular business hours, contact the dealer or distributor who sold the unit, or Hydro Massage Products directly at 1-888-409-8860.

ALL WARRANTY WORK MUST BE APPROVED BY HYDROMASSAGE BEFORE THE WORK IS PERFORMED OR THE CUSTOMER MAY BE RESPONSIBLE FOR PAYING FOR THE COST OF THE WORK. IF CUSTOMER AUTHORIZES ANY REPAIR WORK TO BE PERFORMED ON THE HYDROMASSAGE PRODUCT PRIOR TO OBTAINING AUTHORIZATION FOR SUCH WORK FROM HYDROMASSAGE, THEN CUSTOMER SHALL BE RESPONSIBLE FOR PAYING FOR THE COST OF SUCH WORK.

HydroMassage reserves the right to use reconditioned parts that are equivalent or superior to original factory specifications. Replacement parts are warranted to be free from defects in materials and workmanship for thirty (30) days or for the remainder of the limited warranty period of the product in which they are installed, whichever is longer. Parts or products replaced under this limited warranty shall become the property of HydroMassage.

HydroMassage may service customer-replaceable parts by shipment of new or remanufactured replacement parts to the customer on an exchange basis.

The terms and conditions of this limited warranty constitute the complete and exclusive warranty agreement between HydroMassage and Customer for the HydroMassage product and supersede any prior agreements or representations made in any HydroMassage sales document or advice that may be provided by any authorized HydroMassage dealer in connection with Customer's purchase of the product. No change to the conditions of this limited warranty is valid unless it is made in writing and signed by an authorized representative of HydroMassage.

### DISCLAIMER AND LIMITATION OF REMEDY:

EXCEPT AS OTHERWISE PROVIDED ABOVE, HYDROMASSAGE MAKES NO OTHER WARRANTIES, EXPRESS FOR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR COMPLIANCE

WITH ANY CODE. HYDROMASSAGE EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED IN THIS LIMITED WARRANTY.

CUSTOMER MUST READ AND FOLLOW ALL SET-UP AND USAGE INSTRUCTIONS IN THE APPLICABLE INSTALLATION, OPERATING AND/OR USER MANUAL(S). IF CUSTOMER FAILS TO DO SO, THE PRODUCT MAY NOT FUNCTION PROPERLY. The limited warranties herein shall not apply to damage caused by failure to adhere to any of the operating, installation or maintenance instructions stated in our manuals. The limited warranties herein shall not apply to any product following incorrect operating procedures, breakage or damages caused by the fault, carelessness, abuse, misuse, misapplication, improper maintenance, alteration or modification of the product, as well as any chemical or natural corrosion, fire, act of God or any other casualty.

THE CUSTOMER IS ENTIRELY RESPONSIBLE FOR THE PROPER INSTALLATION OF THE PRODUCT. HydroMassage does not install or supervise the installation of its products and therefore cannot be held responsible for any default, breakage, property damage or other damage, loss or expense caused thereby or resulting therefrom, directly or indirectly.

THIS LIMITED WARRANTY DOES NOT COVER PROPERTY DAMAGE DUE TO WATER. The responsibility for water damage is solely that of the installer or Customer as we recommend a pre-install water test in the installation instructions, Owner's manual and troubleshooting guide.

The Customer user must provide an access panel to the components of the products as described in the installation guide in order for HydroMassage to provide for the warranty work specified herein. If such an access panel is not available, or additional travel is required to get to the job site, then any additional expense that is necessary to obtain access to the components will be the responsibility of the Customer.

This limited warranty does not apply to products or equipment that are not installed or operated in accordance with the instructions supplied by HydroMassage. This limited warranty does not apply to equipment or products that are not installed in accordance with all applicable rules, regulations and legislation pertaining to such installation.

This limited warranty does not apply to products or equipment installed or operated outside the continental United States.

If any product or equipment subject to this warranty that requires warranty service is not located within 100 miles of a city with a population of at least 50,000, then Customer shall be required to pay a trip charge for the service technician in advance of any work to be performed. The amount of the trip charge shall be determined and paid at the time that the warranty service is requested.

HydroMassage shall not be held liable for personal injuries or death to any person or for any direct, special, incidental or consequential damage, loss of time, loss of profits, inconvenience, incidental expenses, labor or material charges, or any other costs resulting from the use of the product or equipment or pertaining to the application of the present warranty, or resulting from the removal or replacement of any product or element or part covered by this warranty.

Manufacturer warrants the door seal for the life of the unit under normal use and conditions. This warranty shall not apply to any failure resulting from negligence, abuse, misuse, misapplication, alteration or modification or improper maintenance. The replacement door seal will be issued to the end user and it will be the responsibility of the end user to determine the means of installation. Manufacturer will not be liable for any incidental expenses or material charges in connection with removal or replacement of the door seal.

This Limited Warranty does not cover damages or defects caused by or which are a result of shipping damage.

HydroMassage reserves the right to discontinue and/or change models, colors and specifications in design together with replacement parts without notice and without incurring any obligations.

All waste and overflows, faucets, jet trim, pillows and pump seals are warranted to be free from defects at time of delivery.

This limited warranty does not include the cost of shipping the HydroMassage product or any of its components for warranty work. The cost of any such shipping charges shall be the responsibility of the Customer.

IF THE PRODUCT FAILS TO WORK AS WARRANTED ABOVE, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE REPAIR OR REPLACEMENT. IN NO EVENT WILL HYDROMASSAGE, ITS AFFILIATES OR SUPPLIERS BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT. THIS LIMITATION APPLIES TO DAMAGES OF ANY KIND WHATSOEVER, INCLUDING ANY DIRECT OR INDIRECT DAMAGES, PROPERTY DAMAGES, LOST PROFITS, LOST SAVINGS OR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER FOR BREACH OF CONTRACT, WARRANTY, TORT OR OTHERWISE, OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE SUCH PRODUCT, EVEN IF HYDROMASSAGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR OF ANY CLAIM BY ANY OTHER PARTY.

This limited warranty gives the Customer specific legal rights and the Customer may have other rights, which vary from one state and/or province to another.

### WHAT IS NOT COVERED BY THIS LIMITED WARRANTY?

- Service made necessary by modification of the product or by accident, misuse, abuse, neglect, improper installation, or improper maintenance. - Replacement of missing parts, the provision of retrofits, or preventive maintenance.
- Installation or removal of accessory retrofits or peripheral equipment of which the HydroMassage product may be a part.
- Service made necessary by any external cause, including fire, theft, acts of God, alteration, power failures, surges or shortages, lightning, or repairs by persons other than those authorized by HydroMassage.
- Damage caused by the use of the HydroMassage product outside the usage parameters set forth in the HydroMassage owner or users manual.
- Repair or replacement of plastics, or appearance parts such as interior or exterior finishes or trim.

**COMMERCIAL LIMITATIONS.** The limited warranty period for products installed for commercial applications or used in commercial applications or used in commercial ventures is the same as set forth above, except that the limited warranty period is reduced and limited to one (1) year from the initial date of purchase from an authorized dealer by the Customer for all parts and labor. HydroMassage is not responsible to the Customer for the loss of use or loss of profits under any circumstances. If the product is used as a display model, the unit warranty is for one year and begins from the date of manufacture.