

Aquatic Industries, Inc. Limited Lifetime Warranty

For Millennium, Infinity, Century, LuxeAir and Luxury Series Whirlpools, Serenity Air Baths, Serenity Studio, HotSoak Series Baths and Restoration Series

Limited Warranty For Original Consumer For Household Usage

WHAT PRODUCTS ARE COVERED

Structures and surface finishes, pumps and blowers on the Millennium, Infinity, Century, LuxeAir, Luxury, Serenity Air Baths, Serenity Studio, HotSoak, and Restoration Series.

Warranty Periods for Specific Components

LIFETIME WARRANTY FOR WHIRLPOOL/AIR BATH/TUB SHELL, PUMP AND BLOWER

Aquatic Industries, Inc. 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 the factory installed pump and blower against defects in material or workmanship. This warranty does not apply to all other components (attachments to the acrylic, fiberglass reinforced shell, such as plumbing, fittings and other apparatus) because these pieces 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. 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 are warranted for 2 years from date of purchase, but not more than 3 years from date of manufacture, 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 manufacture, for limited labor on the support equipment, controls, and plumbing.

EXCLUSIVE REMEDY

Aquatic Industries, Inc. will, at its option, repair or replace (without removal or installation) the affected components of any defective Unit or System; repair or replace (without removal or installation) the entire defective Unit or System; or refund the then-current list price of the Whirlpool, Air Bath, or Tub. In all cases, a reasonable time period must be allowed for warranty repairs to be completed.

WHAT YOU MUST DO

In order to make a claim under these warranties:

1. You must be the original consumer purchaser of the Whirlpool, Air Bath, or Tub.
2. You must promptly notify us within the warranty period of any defect and provide us with any substantiation that we may reasonably request.

Write to: Aquatic Industries, Inc. P.O. Box 889 Leander, TX 78646.

3. The Whirlpools, Air Baths, and Tubs must have been installed and maintained in accordance with good industry practice and the specific Aquatic Industries, Inc. directions contained in the Owner's Manual and Installation Guide.

EXCLUSIONS

These warranties do not extend to or do not cover defects caused by:

1. Shipping damage by carriers or installation errors.
2. Accident, acts of God, abuse or misuse.
3. Unreasonable use (including any use for non-bathing purposes or failure to provide reasonable and necessary maintenance as specified in Aquatic Industries, Inc. Owner's Manual and Installation Guide supplied with the Whirlpool, Air Bath or Tub).
4. Any alteration, customization, or modification of the Whirlpool/Air Bath/Tub or its components.

LIMITATIONS

1. AQUATIC INDUSTRIES, INC. whirlpools and tubs sold for industrial, commercial and hotel use are warranted for two years, but not more than 3 years from date of manufacture, with a 2 year limited warranty that the shell will retain its structural integrity and configuration and be free of water loss due to a defect in the tub. The interior surface/face of the whirlpool/air bath/tub is warranted against fading, blistering, cracking and delamination due to defects in the surface materials for 2 years as well. All support equipment, components, controls and plumbing equipment and limited labor on the support equipment, controls, or plumbing are warranted for 1 year from date of purchase, but not more than 2 years from date of manufacture. 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.
2. In all cases, AQUATIC INDUSTRIES, INC. reserves the right to fully satisfy its obligations under the Limited Warranties by refunding the then-current list price of the defective Whirlpool, Air Bath, or Tub (or, if the Whirlpool, Air Bath, or Tub has been discontinued, of the most nearly comparable current product).
3. THESE WARRANTIES ARE NON-TRANSFERABLE TO ANY OTHER PURCHASER OR PARTY OTHER THAN THE ORIGINAL CONSUMER. NO OTHER AGENT OR PARTY CAN GIVE ANY OTHER WARRANTY OR PROMISE. THIS IS THE SOLE WARRANTY FOR YOUR AQUATIC INDUSTRIES, INC. PRODUCT.
4. AQUATIC INDUSTRIES, INC. will not cover any installation or reinstallation costs related to this warranty, except under the limited labor allowance under the 2 Year Equipment Warranty above.

GENERAL

This warranty gives you specific legal rights; you may also have other rights, which vary from state to state. THE DURATION OF ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THE EXPRESS WARRANTIES HEREIN. AQUATIC INDUSTRIES, INC. EXPRESSLY EXCLUDES INCIDENTAL AND CONSEQUENTIAL DAMAGES, TO INCLUDE LOSS OF TIME, INCONVENIENCE, OR LOSS OF USE OF RESIDENCE, FOR ANY BREACH OF THE EXPRESS OR IMPLIED WARRANTY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

SOME STATES DO NOT ALLOW ANY LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES; SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

Aquatic Industries, Inc. 10-Year Limited Warranty

For Symphony Series Whirlpools and Delicair Laundry Basins
Limited Warranty For Original Consumer For Household Usage

WHAT PRODUCTS ARE COVERED

Structures and surface finishes on Whirlpools ("Whirlpools"), Soaking Tubs ("Tubs") and Delicair Laundry Basins, and their support equipment, components, attachments, controls and plumbing equipment. Different warranty periods apply to specific components.

Warranty Periods for Specific Components

10 YEAR STRUCTURAL WARRANTY FOR WHIRLPOOL/TUB SHELL

Aquatic Industries, Inc. extends to the original consumer purchaser of the acrylic, fiberglass reinforced shell of a Symphony Series Whirlpool and/or a Delicair Laundry Basin 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 tub shell for a period of 10 years from the date of purchase, but never more than 11 years from date of manufacture. This limited structural warranty does not apply to attachments to the acrylic, fiberglass reinforced shell, such as plumbing, fittings and other apparatus; these pieces are covered below in a 2 Year Warranty.

10 YEAR SURFACE WARRANTY FOR FACE OF WHIRLPOOL/TUB

The interior surface/face of a Symphony Series Whirlpool and Delicair Laundry Basin 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 manufacture. 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 Symphony Series Whirlpools and Delicair Laundry Basins are warranted for 2 years from date of purchase, but not more than 3 years from date of manufacture, 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 2 years from purchase, but never more than 3 years from date of manufacture, for limited labor on the support equipment, controls, or plumbing.

EXCLUSIVE REMEDY

Aquatic Industries, Inc. will, **at its option**, repair or replace (without removal or installation) the affected components of any defective Unit or System; repair or replace (without removal or installation) the entire defective Unit or System; or refund the then-current list price of the Whirlpool, Tub or Delicair Laundry Basin. In all cases, a reasonable time period must be allowed for warranty repairs to be completed.

WHAT YOU MUST DO

In order to make a claim under these warranties:

1. You must be the original consumer purchaser of the Whirlpools, Tubs or Delicair Laundry Basins.
2. You must promptly notify us within the warranty period of any defect and provide us with any substantiation that we may reasonably request.
Write to: **Aquatic Industries, Inc. P.O. Box 889 Leander, TX 78646.**
3. The whirlpools and tubs must have been installed and maintained in accordance with good industry practice and the specific Aquatic Industries, Inc. directions contained in the Owner's Manual and Installation Guide. Write for one if you don't have one!

EXCLUSIONS

These warranties do not extend to or do not cover defects caused by:

1. Shipping damage by carriers or installation errors.
2. Accident, acts of God, abuse or misuse.
3. Unreasonable use (including any use for non-bathing purposes or failure to provide reasonable and necessary maintenance as specified in Aquatic Industries, Inc. Owner's Manual and Installation Guide supplied with the Whirlpool, Tub or Delicair Laundry Basin).
4. Any alteration, customization, or modification of the Whirlpool/Tub or Delicair Laundry Basin or its components.

LIMITATIONS

1. **AQUATIC INDUSTRIES, INC. whirlpools, tubs and Delicair Laundry Basins sold for industrial, commercial or hotel use** are warranted for two years, but not more than 3 years from date of manufacture, with 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 tub or Delicair Laundry Basin and the interior surface/face of the whirlpool/tub and Delicair Laundry Basin is warranted against fading, blistering, cracking and delamination due to defects in the surface materials. All support equipment, components, controls and plumbing equipment and limited labor on the support equipment, controls, or plumbing are warranted for 1 year, but not more than 2 years from date of manufacture. 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.
2. **In all cases, AQUATIC INDUSTRIES, INC. reserves the right to fully satisfy its obligations under the Limited Warranties by refunding the then-current list price of the defective Whirlpool, Tub or Delicair Laundry Basin (or, if the Whirlpool, Tub or Delicair Laundry Basin has been discontinued, of the most nearly comparable current product).**
3. AQUATIC INDUSTRIES, INC. reserves the right to furnish a substitute or replacement component or product in the event a Whirlpool, Tub or Delicair Laundry Basin or any component of these products is discontinued or otherwise unavailable.
4. **THESE WARRANTIES ARE NON-TRANSFERABLE TO ANY OTHER PURCHASER OR PARTY OTHER THAN THE ORIGINAL CONSUMER. NO OTHER AGENT OR PARTY CAN GIVE ANY OTHER WARRANTY OR PROMISE. THIS IS THE SOLE WARRANTY FOR YOUR AQUATIC INDUSTRIES, INC. PRODUCT.**
5. AQUATIC INDUSTRIES, INC. will not cover any installation or reinstallation costs related to this warranty, except under the limited labor allowance under the 2 Year Equipment Warranty above.
6. **Your warranty period starts** (begins to run) at the earlier of 1) the beginning of installation of your Whirlpool/Tub or Delicair Laundry Basin in a home, or 2) the purchase of your Whirlpool/Tub or Delicair Laundry Basin, and shall never exceed 8 years from the date the Tub/Whirlpool or Delicair Laundry Basin is manufactured for its shell or finish, or 3 years from the manufacture of plumbing supplies and accessories.

GENERAL

This warranty gives you specific legal rights; you may also have other rights, which vary from state to state. THE DURATION OF ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THE EXPRESS WARRANTIES HEREIN. AQUATIC INDUSTRIES, INC. EXPRESSLY EXCLUDES INCIDENTAL AND CONSEQUENTIAL DAMAGES, TO INCLUDE LOSS OF TIME, INCONVENIENCE, OR LOSS OF USE OF RESIDENCE, FOR ANY BREACH OF THE EXPRESS OR IMPLIED WARRANTY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

SOME STATES DO NOT ALLOW ANY LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES; SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.