



## LIFETIME LIMITED WARRANTY

As the original purchaser of Jacuzzi® bath products from a Baths for Less LLC company owned and operated Jacuzzi Bath Remodel location ("Company"), the products you purchased are covered by a lifetime limited warranty covering defects in material or workmanship. This warranty is provided to the original purchaser of the Jacuzzi® branded bath products ("products") who purchases the products for personal or single family owner/occupied residential use ("user"), and the warranty coverage is not transferrable. The Company will repair or replace, at its sole option, a defective product in accordance with the following terms, conditions and limitations. This warranty does not apply to options or accessories not specifically mentioned herein, and products in commercial use are excluded from any warranty coverage. PLEASE READ THIS ENTIRE LIMITED WARRANTY, AS EXCLUSIONS AND CONDITIONS APPLY.

The Company will repair or replace, at its sole option, a product or component parts in accordance with the terms, conditions and limitations set forth in this warranty. The warranty provided is for both parts and labor, and is expressly limited to Jacuzzi® bath products purchased from and installed by a Baths for Less LLC company owned and operated Jacuzzi Bath Remodel location.

The coverage of this warranty is for defects in material or workmanship, and not damage caused by improper installation or repair by anyone other than Company; neglect; carelessness; misuse; abuse; modification; hard water conditions; damage caused by failure to follow the instructions and warnings that accompany the product, including but not limited to improper cleaning of a product and its component parts, such as using chemicals, abrasives, acids, solvents, etc.; the use of other than genuine Company parts; accessories; lack of proper routine maintenance; product being exposed or coming into contact with dyes, paints, inks, cosmetics, pigments, food, paint removers, fingernail polish remover, cigarettes or any heat source, abrasive pads or cleaners or cleaners or cleaning agents other than those approved by Company; operation of the product without specified minimum amount of water or at inappropriate water temperature; or acts of God, such as lightning, floods, earthquakes, etc. The warranty does not cover normal wear and tear or items that require occasional maintenance or replacement by user, including but not limited to caulk and sealants used in installation.

IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED ALTOGETHER OR TO THE FULLEST EXTENT ALLOWED BY LAW. This 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. Company reserves the right to use replacement products or parts that may be different from the original product, 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. In addition, THE COMPANY WILL NOT BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES or losses arising from any cause including but not limited to its own negligence. This exclusion applies even if Company was advised in advance of the possibility of such damages. This limited warranty does not cover costs incurred in obtaining access for repair or loss of use damage, including loss of sales, profit or business advantage of any kind under any circumstances. Accessories are excluded from any warranty coverage if any addition, deletion, or modification of any kind whatsoever has been made to the product (or to any component). Warranty coverage is provided in the United States of America only. The liability of Company under this limited warranty, if any, shall not exceed the original amount paid for the product claimed to be defective (exclusive of shipping and installation costs). These disclaimers shall be equally applicable to any service provided by Company and its designated representatives.

The Company will provide the warranty coverage when the following conditions have been met: the failure is of the nature or type covered by the warranty; the user has informed Company or its Warranty Department Representative of the nature of the problem during the warranty period; the user provides dated proof of purchase (original sales receipt), user provides proof that the failure occurred or was discovered within the warranty period, and, a Company representative has been permitted to inspect the product during regular business hours within a reasonable time after the problem was reported by the user. To make a warranty claim, contact Company at (800) 266-0075.

All replacement parts 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.

**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 that have not been disclaimed. 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.