



Aquatic Limited Warranty Symphony Air Series Limited Warranty For Original Consumer For Household Usage

WHAT PRODUCTS ARE COVERED

Structures and surface finishes on the Symphony Air Series (the "Air Baths"), and their support systems including equipment, components, attachments and plumbing equipment. Different warranty periods apply to specific components.

Warranty Periods for Specific Components

10 YEAR STRUCTURAL WARRANTY FOR AIR BATHS SHELL

Aquatic extends to the original consumer purchaser (the "Purchaser") of the acrylic, fiberglass reinforced shell of Air Baths 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 or 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; this support equipment pieces is covered below.

10 YEAR SURFACE WARRANTY FOR FACE OF AIR BATHS

The interior surface/face of an Air Bath 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 or 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 Air Baths are warranted for 2 years from date of purchase or 3 years from date of manufacture, against defects in workmanship and materials. Fuses and pillows are not included in this limited warranty.

EXCLUSIVE REMEDY

Aquatic shall, as its sole obligation, and Purchaser's sole and exclusive remedy for any breach of the limited warranty set forth herein, repair or replace the affected components of any defective Air Bath or system. If Aquatic determines that repair or replacement of the entire defective Air Bath or system is not commercially practicable, Aquatic may accept return of the Air Bath or system and refund the then-current list price of the Air Bath or system (or, if the Air Bath or system has been discontinued, of the most nearly comparable current product) to Purchaser for the defect. Any repair, replacement or warranty service by Aquatic hereunder will not extend the applicable warranty periods set forth herein. Unless otherwise agreed upon by Aquatic in writing, Purchaser will bear the costs of access, de-installation, re-installation and transportation of the Air Bath or system to Aquatic and back to Purchaser.

WHAT YOU MUST DO

To obtain warranty service under these warranties:

1. You must be the Purchaser of the Air Baths or system.
2. You must give prompt written notice to Aquatic at the address detailed below of any defect claim within the warranty period and provide us with any substantiation that we may reasonably request.
Write to: Aquatic 1521 No. Cooper, Suite 500, Arlington, TX. 76011.
3. Air Baths and systems must have been installed and maintained in accordance with standard industry practice and with Aquatic's instructions contained in the Owner's Manual and Installation Guide. Please contact Aquatic at the address stated above to obtain a copy of Aquatic's Owner's Manual and Installation Guide.

EXCLUSIONS

These limited warranties are null and void if:

1. The Air Baths or system is subject to damage during shipping by carriers, faulty installation, maintenance, abuse, accident or other damages.
2. The Air Baths or system is installed outdoors.
3. The Air Baths or system is not installed in accordance with standard industry practice and Aquatic's instructions contained in the Owner's Manual and Installation Guide. Please contact Aquatic at the address stated above to obtain a copy of Aquatic's Owner's Manual and Installation Guide.
4. Unreasonable use of the Air Baths or systems occurs (including any use for non-bathing purposes or failure to provide reasonable and necessary maintenance as specified in Aquatic Owner's Manual and Installation Guide supplied with the Air Bath or system).
5. The Air Baths or system is altered, customized, or modified without Aquatic's prior written approval.

LIMITATIONS

1. Aquatic Air Baths sold to Purchasers for industrial, commercial or hotel use are warranted for two years from the original date of purchase or 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 Air Bath. The interior surface/face of the Air Bath is warranted against fading, blistering, cracking and delamination due to defects in the surface materials. All support equipment, components, controls and plumbing equipment sold to Purchasers for industrial, commercial or hotel uses on the support equipment, controls, or plumbing is warranted for 1 year from date of purchase or 2 years from date of manufacture. Fuses and pillows are not included in this limited warranty. Aquatic reserves the right to furnish a substitute or replacement Air Bath or system component in the event the Air Bath or system component is discontinued or otherwise unavailable.
2. THESE WARRANTIES ARE NON-TRANSFERABLE TO ANY OTHER PURCHASER OR PARTY OTHER THAN THE PURCHASER. NO OTHER AGENT OR PARTY CAN GIVE ANY OTHER WARRANTY OR PROMISE. THIS IS THE SOLE WARRANTY FOR YOUR AQUATIC AIR BATH OR SYSTEM.
3. Building Code Compliance is not covered by this limited warranty. Local building codes vary considerably, the Purchaser of the Air Baths or system is responsible for checking with local building or plumbing contracts to insure local code compliance before installation.
4. Your warranty period starts (begins to run) at the earlier of 1) the beginning of installation of your Air Bath or system in a home, or 2) the purchase of your Air Bath or system, and shall never exceed 11 years from the date the Air Bath or system is manufactured for its shell or finish, or 3 years from the manufacture of plumbing supplies and accessories.

GENERAL

EXCEPT FOR THE LIMITED WARRANTIES SET FORTH ABOVE, THE AIR BATHS ARE PROVIDED "AS IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND. AQUATIC EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. AQUATIC DOES NOT WARRANT THAT THE AIR BATHS FURNISHED HEREUNDER WILL MEET PURCHASER'S REQUIREMENTS OR THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR DEFECT-FREE OR THAT ALL DEFECTS WILL BE CORRECTED. PURCHASER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES PROVIDED HEREIN.

IN NO EVENT WILL AQUATIC BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES; INCLUDING WITHOUT LIMITATION ANY LOST PROFITS AND COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCT, ARISING OUT OF OR RELATED TO A BREACH OF THIS LIMITED WARRANTY.

Some states do not allow exclusions or limitations on implied warranties. Thus, the above exclusions or limitations may not apply. This warranty gives you specific legal rights. Purchaser may also have other rights which may vary from state to state.