



# Aquatic Limited Warranty

## For Elements Series Whirlpools Limited Warranty For Original Consumer For Household Usage

### WHAT PRODUCTS ARE COVERED

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

### *Warranty Periods for Specific Components*

#### 3 YEAR STRUCTURAL WARRANTY FOR WHIRLPOOL/TUB SHELL

Aquatic extends to the original consumer purchaser of the acrylic, fiberglass reinforced shell of an Elements 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 tub shell for a period of 3 years from the date of purchase, but never more than 4 years from date of manufacture.

#### 3 YEAR SURFACE WARRANTY FOR FACE OF WHIRLPOOL/TUB

The interior surface/face of an Elements Series whirlpool is warranted against fading, blistering, cracking and delamination due to defects in the surface materials for a period of 3 years from the date of purchase, but never more than 4 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*.

#### 1 YEAR EQUIPMENT WARRANTY FOR SUPPORT EQUIPMENT, COMPONENTS, CONTROLS & PLUMBING EQUIPMENT

All support equipment, components, controls and plumbing equipment on the Elements Series whirlpools are warranted for 1 year from date of purchase, but not more than 2 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 and reasonable costs may be covered for 1 year from purchase, but never more than 2 years from date of manufacture, for limited labor on the support equipment, controls, or plumbing.

### EXCLUSIVE REMEDY

Aquatic will, **at its option** and as your sole and exclusive remedy, 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 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 Whirlpools or Tubs.
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, 1521 No. Cooper, Suite 500, Arlington, TX. 76011.**
3. The whirlpools and tubs must have been installed and maintained in accordance with good industry practice and the specific Aquatic 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 Owner's Manual and Installation Guide supplied with the Whirlpool or Tub).
4. Any alteration, customization, or modification of the Whirlpool/Tub or its components.

### LIMITATIONS

1. **Aquatic whirlpools and tubs sold for industrial, commercial or hotel use** are warranted for one year, but not more than 2 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 and the interior surface/face of the whirlpool/tub 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 reserves the right to fully satisfy its obligations under the Limited Warranties by refunding the then-current list price of the defective Whirlpool or Tub (or, if the Whirlpool or Tub has been discontinued, of the closest comparable current product).**
3. Aquatic reserves the right to furnish a substitute or replacement component or product in the event a Whirlpool or Tub 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 WARRANTY OR PROMISE ON BEHALF OF AQUATIC. THIS IS THE SOLE WARRANTY FOR YOUR AQUATIC PRODUCT.**
5. Aquatic will not cover any installation or reinstallation costs related to this warranty, except under the limited labor allowance under the 1 Year Equipment Warranty above.
6. For indoor use only. Installing whirlpool tub or any of its components outdoors will void your warranty.

### 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 EXPRESSLY DISCLAIMS LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, TIME, INCONVENIENCE, OR LOSS OF USE OF RESIDENCE. 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.