



Aquatic Co. A² Composite 10 Year Residential Limited Warranty/ 3 Year Non-Residential Limited Warranty

Aquatic Co. ("Aquatic") warrants to the original purchaser and consumer (the "Customer") that this Aquatic bath product will be free from defects in material or workmanship, when properly installed pursuant to Aquatic's installation instructions, for the following **WARRANTY PERIODS**:

- (a) **Residential**: Ten (10) years from the Products date of purchase;
- (b) **Non-Residential**: Three (3) years from the Products date of purchase; and
- (c) **Attachments**: Two (2) years from date of purchase if purchased with the Products. Attachments to the Products include, but are not limited to plumbing, fittings and accessories.

To obtain warranty service, the Customer **must give prompt written notice to Aquatic** of any claim prior to the expiration of the applicable Warranty Period.

Aquatic Co.
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800.945.2726

Aquatic shall, as its sole obligation, and Customer's sole and exclusive remedy for any breach of the limited warranty set forth herein, repair, or, at its option, replace the Product. If Aquatic determines that repair or replacement of the defective Product is not commercially practicable, Aquatic may accept return of the Product and refund the purchase price paid by Customer for the defective Product. Any repair, replacement or warranty service by Aquatic hereunder will not extend the applicable Warranty Periods. Unless otherwise agreed upon by Aquatic in writing, Customer will bear the costs of access, de-installation, re-installation and transportation of Product to Aquatic and back to Customer.

Any modification or repair of any of the Products not authorized by Aquatic will render this warranty null and void. Aquatic does not warrant the Products or any repaired or replacement parts against normal wear and tear. This limited warranty is null and void if the Product has been subjected during the applicable Warranty Period to faulty installation, maintenance, abuse, accident or other damages or if it was not installed in accordance with Aquatic's instructions.

Building Code Compliance is not covered by this limited warranty. Local building codes vary considerably, the Customer of this Product is responsible for checking with local building or plumbing contractors to insure local code compliance before installation.

EXCEPT FOR THE LIMITED WARRANTIES SET FORTH ABOVE, THE PRODUCTS 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 PRODUCTS FURNISHED HEREUNDER WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR DEFECT-FREE OR THAT ALL DEFECTS WILL BE CORRECTED. CUSTOMER 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. Customer may also have other rights which may vary from state to state.

Customer installation and maintenance instructions are contained in the Owner's Manual and Instruction Guide or can be downloaded from the company website www.aquaticbath.com.