



Aquatic Industries Limited Lifetime Warranty

FOR SERENITY SERIES

Limited Warranty For Original Consumer For Household Usage

WHAT PRODUCTS ARE COVERED

Structures and surface finishes, pumps and blowers on the Serenity Series.

Warranty Periods for Specific Components

LIFETIME WARRANTY FOR AIR BATH SHELL

Aquatic 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 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 AIR BATHS

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 on Air Baths 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. Fuses and pillows are not included in this limited warranty.

EXCLUSIVE REMEDY

Aquatic 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 Air Bath. 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 Air Bath.
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 N. Cooper, Suite 500, Arlington, TX. 76011.**
3. The tub 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 Air Bath).
4. Any alteration, customization, or modification of the Air Bath or its components.

LIMITATIONS

1. **Aquatic Air Baths 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 and 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 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 Tub (or, if the Tub has been discontinued, of the most nearly comparable current product).**
3. Aquatic reserves the right to furnish a substitute or replacement component or product in the event a 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 OTHER WARRANTY OR PROMISE. 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 2 Year Equipment Warranty above.
6. **Your warranty period starts** (begins to run) at the earlier of 1) the beginning of installation of your Air Bath in a home, or 2) the purchase of your Air Bath, and shall never exceed 8 years from the date the Air Bath is manufactured for its shell or finish, or 3 years from the manufacture of plumbing supplies and accessories.
7. For indoor use only. Installing Air Bath 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 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.