

Jacuzzi Whirlpool Bath Limited Warranty Shower System Product

WARRANTY COVERAGE

Jacuzzi Whirlpool Bath (the "Company") offers the following express limited warranty to the original purchaser of any Jacuzzi Whirlpool Bath Shower System product ("unit") who purchases the product for personal or single family use ("user"). The Company will repair or replace, at its option, the unit or its equipment in accordance with the following terms and conditions. Units in commercial use are excluded from any warranty coverage whatsoever.

ONE YEAR LIMITED WARRANTY ON SHOWER SYSTEM

Our limited warranty on Shower System products is for one (1) year. Our warranty covers the unit and factory-installed components (e.g., pump, motor) against defects in material or workmanship. Warranty coverage begins on the date the unit was originally purchased by the user.

NINETY DAY (PARTS ONLY) LIMITED WARRANTY ON OPTIONS AND ACCESSORIES

Our limited warranty on options and accessories manufactured by the Company is for ninety (90) days for parts only. Our warranty covers options and accessories manufactured by the Company (e.g., fill spout kits, trim kits, skirts) against defects in material or workmanship. Warranty coverage begins on the date the option or accessory was originally purchased by the user.

WARRANTY LIMITATIONS

Our limited warranty does not cover defects, damage, or failure caused by the common carrier, installer, user, or other person, or resulting from, without limitation, any of the following: careless handling (lifting unit by plumbing, abrading finish, etc.); modification of any type for any reason (including modification to meet local codes); improper installation (including installation not in accordance with instructions and specifications provided with the unit); connections supplied by the installer of the equipment; improper voltage supply or unauthorized electrical modification; misuse; incorrect operation, or lack of proper routine maintenance; operation of the unit without specified minimum amount of water or at inappropriate water temperature; use of abrasive or improper cleaners; or acts of God, such as lightning, floods, earthquakes, etc.

In addition, THE COMPANY WILL NOT BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES or losses arising from any cause (e.g., water damage to carpet, ceiling, loss of use, etc.) including its own negligence; damages to, respecting, or resulting from: plated parts when chemicals are used in the unit; optional equipment not manufactured by the Company but supplied by Dealer, installer or the Company; the unit's prior usage as an operational display; or defects that should have been discovered before installation. This limited warranty does not include: labor, transportation, or other costs incurred in the removal and/or reinstallation of the original unit and/or installation of a replacement unit; any costs relating to obtaining access for repair; or loss of use damage, including loss of sales, profit or business advantage of any kind under any circumstances. Units in commercial use are excluded from any warranty coverage whatsoever.

Warranty coverage is provided only in the United States of America and Canada.

EXCLUSION OF IMPLIED WARRANTIES

IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED ALTOGETHER OR TO THE FULL EXTENT ALLOWED BY LAW.

NOTICE: This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. There are no warranties applicable to Jacuzzi Whirlpool Bath products except as expressly stated herein or as implied by applicable state and federal laws. The 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.

Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you.

RETURN OF WARRANTY CARD

The attached pre-addressed Warranty Registration Card MUST be filled out by the purchaser within thirty (30) days from purchase and mailed to Jacuzzi Whirlpool Bath in order for this warranty to become effective.



Jacuzzi Whirlpool Bath
P.O. Box 702168
Dallas, TX 75370-2168

RESPONSIBILITIES OF OTHERS

Inspecting the unit prior to installation is the responsibility of the installer or building contractor who acts on behalf of the user. They are responsible for ensuring the unit is free of defect or damage. Notices are placed on and in the unit and on the shipping carton advising the installer of this responsibility. In the event of a problem, the unit must not be installed. The Company is not responsible for failures or damage that could have been discovered, repaired, or avoided by proper inspection and testing prior to installation.

Damage occurring in transit is the responsibility of the carrier. The user or installer MUST open the crates and inspect the unit for damage when it is delivered. If damage is discovered, it must be reported immediately to the seller and the carrier in writing, and an inspection requested. Failure of the carrier to respond should be reported to the seller and the carrier. Your freight claims should be filed promptly thereafter.

It is the responsibility of the installer, building contractor, or user to provide access for service. The Company is not responsible for any costs relating to obtaining access for repair. The user shall bear such costs and, if appropriate, must seek recovery from the installer.

Damage occurring to the unit during installation is the responsibility of the installer and/or building contractor and damage occurring thereafter is the responsibility of the user.

Failure of any optional equipment is the sole responsibility of the equipment manufacturer. (Options and accessories manufactured by the Company are warranted for ninety (90) days from the original date of purchase for parts only.)

The Distributor or Dealer is responsible for knowing local code requirements and notifying the installing contractor and/or user of these requirements at the time of purchase. The Company is not responsible for costs to modify any product to obtain any code approval, such as city, county, or state building codes in U.S.A. or municipal or provincial codes in Canada.

WARRANTY SERVICE

For the customer's benefit, the Company maintains a list of independent service personnel to perform required warranty service repairs. Such firms are not agents or representatives of the Company and cannot bind the Company by words or conduct.

The Company will provide the warranty service described above when the following conditions have been met: the failure is of the nature or type covered by the warranty; the user has informed an Authorized Jacuzzi Whirlpool Bath Service Agent or Warranty Service Department Representative of the nature of the problem during the warranty period; conclusive evidence (e.g., proof of purchase or installation) is provided to the foregoing by the user proving that the failure occurred or was discovered within the warranty period; an authorized independent service person or Company representative has been permitted to inspect the unit during regular business hours within a reasonable time after the problem was reported by the user.

In order to obtain warranty service, consult your local telephone book for the location of the nearest Jacuzzi Whirlpool Bath Authorized Service Agent. Describe the problem and the Authorized Service Agent will inspect the unit and provide the required warranty service.

If you are unable to contact a Jacuzzi Whirlpool Bath Authorized Service Agent, call or write:

Jacuzzi Whirlpool Bath
Warranty Service Department
P.O. Box 702168
Dallas, TX 75370-2168
Call: 800-288-4002

To obtain warranty replacement for factory-installed components or Company supplied options and accessories manufactured and supplied by the Company, call or write the above. Provide a description of the problem and proof of purchase. You will be instructed how to obtain replacements and where to return, at your expense, the failed component(s), option(s), or accessory(ies).

All replacement parts, equipment, 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.

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Ninety-Day
Parts Only
Limited Warranty
On
Accessory(ies)



Warranty Registration Card

This card must be filled out and returned to the address printed on the other side within thirty (30) days from date of purchase in order for this warranty to be come effective.

Purchaser's Name _____

Purchaser's Address _____

City _____ State _____ Zip _____

Date of Purchase _____

Model Name _____

Serial Number _____

Dealer's Name _____

Dealer's Address _____

1. How did you first hear about this Jacuzzi® product?
 Advertisement Article in Magazine/Newspaper
 Visited Dealer/Plumbing Supplier Yellow Pages
 Builder/Plumber/Remodeler Decorator/Architect
 Visited Retailer/Home Center Store
 Word of Mouth... Friend/Relative/Acquaintance
 Other (Please Describe) _____

2. Who first gave you specific information about this product (specifications, prices, etc.)?
 Dealer/Plumbing Supplier Builder Remodeler
 Plumbing Contractor Retailer/Home Center Store
 Decorator/Architect Already Installed

3. What was the main reason for purchase?
 Styling Warranty Service Product Features
 Brand Name Price Hydrotherapy
 Home Resale
 Other _____

4. Who finally decided which product you would buy?
 Self Spouse Self and Spouse Together
 Other Family Member Designer/Architect
 Builder/Plumber/Remodeler Already Installed
 Who installed? Already installed/New Home
 Contractor/Plumber when remodeling
 Self/Spouse when remodeling
 Other _____

5. What is the current market value of this property?
 Please estimate \$ _____ years

6. What is the age of the head of the household?
 Eller Lasco Price Pfister Aqua Glass
 Kohler American Standard Sterling
 Other (Specify) _____

7. How long did you shop before purchasing unit?
 1 day 2 months-6 months
 2-7 days 6 months-1 year
 1 week-2 weeks 1 year-2 years
 2 weeks-4 weeks +2 years

8. Approximately how long have you lived in this home?
 Please indicate, approximately, the total annual income of your household.
 Up to \$24,999 \$50,000 to \$74,999
 \$25,000 to \$29,999 \$75,000 to \$99,999
 \$30,000 to \$39,999 \$100,000 to \$149,999
 \$40,000 to \$49,999 \$150,000 and Above

9. Was your purchase process?
 Very easy Easy Difficult Very Difficult

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