

Limited Lifetime Warranty on Jacuzzi® Branded Bath Products from Jacuzzi Bath Remodel

Jacuzzi Bath Remodel (the "Company") offers a limited lifetime warranty for defects in material or workmanship to the original purchaser of Jacuzzi® branded bathtubs, shower wall panels, shower doors, shower pans and faucets (collectively "JBR Bath Products") who purchases the JBR Bath Product for personal or single family owner/occupied residential use ("user"). Warranty coverage is not transferrable. The Company will repair or replace, at its sole option, the JBR Bath Product in accordance with the following terms, conditions and limitations. This warranty does not apply to display models or to options or accessories not specifically mentioned herein, and products in commercial use are excluded from any warranty coverage whatsoever. PLEASE READ THIS ENTIRE LIMITED WARRANTY, AS EXCLUSIONS AND CONDITIONS APPLY.

The Company will repair or replace, at its sole option, a JBR Bath Product or component parts in accordance with the terms, conditions and limitations set forth in this limited warranty. The warranty provided by Company is for parts only, and does not cover labor. Warranty is valid if the JBR Bath Product is sold by an authorized Jacuzzi® Bath Remodel dealer, and the product should be installed by a Certified Technician who uses the Jacuzzi® Bath Remodel approved Installation instructions. There is no warranty coverage for improperly installed products.

The components referenced herein and coverage of this warranty are for defects in material or workmanship, and not damage caused by improper installation; neglect; carelessness; misuse; abuse; modification; hard water conditions; damage caused by failure to follow the instructions and warnings that accompany the product, including but not limited to improper cleaning of a product and its component parts, such as using chemicals, abrasives, acids, solvents, etc.; the use of other than genuine Company parts; accessories; the product's prior usage as a display; lack of proper routine maintenance; product being exposed or coming into contact with dyes, paints, inks, cosmetics, pigments, food, paint removers, fingernail polish remover, cigarettes or any heat source, abrasive pads or cleaners or cleaning agents other than those approved by Company; operation of the product without specified minimum amount of water or at inappropriate water temperature; or acts of God, such as lightning, floods, earthquakes, etc. Inspecting the product and its component parts prior to installation is the responsibility of the user, as well as the installer or building contractor who acts on behalf of the user. In the event of a problem, the product 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. The distributor, dealer and user are responsible for knowing local code requirements and notifying the installing contractor 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, state, Federal or provincial building codes in U.S.A. To make a claim, user must first contact Company and thereafter return any part claimed to be defective within the warranty period to Company, freight prepaid.

IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. THIS WARRANTY TAKES THE PLACE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR AT LAW, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY RESERVES THE RIGHT TO USE REPLACEMENT PRODUCTS OR PARTS THAT MAY BE DIFFERENT FROM THE ORIGINAL JBR BATH PRODUCT, INCLUDING BUT NOT LIMITED TO DIFFERENT IN APPEARANCE, CONFIGURATION, PERFORMANCE AND/OR STRUCTURE. NO AGENT, DEALER, DISTRIBUTOR, SERVICE COMPANY OR OTHER PARTY IS AUTHORIZED TO CHANGE, MODIFY OR EXTEND THE TERMS OF THIS LIMITED WARRANTY IN ANY MANNER WHATSOEVER. IN ADDITION, THE COMPANY WILL NOT BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES ARISING FROM ANY CAUSE INCLUDING BUT NOT LIMITED TO ITS OWN NEGLIGENCE. THIS EXCLUSION APPLIES EVEN IF COMPANY WAS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITED WARRANTY DOES NOT INCLUDE TRANSPORTATION, OR OTHER COSTS INCURRED IN THE REMOVAL AND/OR REINSTALLATION OF THE ORIGINAL PRODUCT AND/OR INSTALLATION OF A REPLACEMENT PRODUCT; 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. ACCESSORIES ARE EXCLUDED FROM ANY WARRANTY COVERAGE IF ANY ADDITION, DELETION, OR MODIFICATION OF ANY KIND WHATSOEVER HAS BEEN MADE TO THE PRODUCT (OR TO ANY COMPONENT). WARRANTY COVERAGE IS PROVIDED IN THE UNITED STATES OF AMERICA ONLY. THE LIABILITY OF COMPANY UNDER THIS LIMITED WARRANTY, IF ANY, SHALL NOT EXCEED THE ORIGINAL AMOUNT PAID FOR THE PRODUCT CLAIMED TO BE DEFECTIVE (EXCLUSIVE OF SHIPPING AND INSTALLATION COSTS). THESE DISCLAIMERS SHALL BE EQUALLY APPLICABLE TO ANY SERVICE PROVIDED BY COMPANY AND ITS DESIGNATED REPRESENTATIVES.

The Company will provide the warranty coverage 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® Bath Remodel Service Agent or Jacuzzi Bath Remodel Warranty Department Representative of the nature of the problem during the warranty period; the user provides dated proof of purchase (original sales receipt), and for shower panels must also include the shower panel's bar code set forth on the sales receipt; user provides proof that the failure occurred or was discovered within the warranty period; and, an authorized independent service person or Company representative has been permitted to inspect the product during regular business hours within a reasonable time after the problem was reported by the user. To make a warranty claim, contact the authorized Jacuzzi® Bath Remodel dealer that installed the products or Company at: Jacuzzi Bath Remodel, located at 401 S. Gary Avenue, Suite A, Roselle, IL 60172, 630-227-1737. All replacement parts 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.

LEGAL RIGHTS: This Limited Warranty gives you specific legal rights. There are no warranties applicable to Jacuzzi® products except as expressly stated herein or as implied by applicable state and federal laws that have not been disclaimed. You may also have other rights that vary from state to state. Some states do not allow limitations on how long an implied warranty lasts, disclaimer of certain warranties, or the exclusion or limitation of incidental damages, so some of the above limitations may not apply to you. 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.