

Limited Warranty on Jacuzzi® Luxecast® Sinks

WARRANTY COVERAGE

Jacuzzi Luxury Bath ("Company") offers a ninety (90) day non-transferrable limited warranty to the original purchaser ("user") of a Jacuzzi® Luxecast® sink ("Sink"), for personal or single family residential use, subject to the following terms, conditions and limitations. The Company will repair or replace, at its sole option, the Sink in accordance with the terms, conditions and limitations set forth in this limited warranty. Units in commercial use are excluded from any warranty coverage whatsoever. PLEASE READ THIS ENTIRE LIMITED WARRANTY, AS EXCLUSIONS AND CONDITIONS APPLY. The Sink is warranted against defects in material and workmanship. If at any time during the warranty period the Sink fails due to a covered defect, Company will repair the Sink or provide a replacement Sink, free of charge. This warranty does not apply to any display models or to any options or accessories not specifically mentioned herein. This warranty does not cover staining, discoloration and fading, which can occur over time. Warranty coverage begins on the date the unit was originally purchased by the user. The warranty provided by Company does not cover labor, and is a parts only warranty. Defects or damage caused by the use of other than genuine Company parts is not covered by this warranty.

This limited warranty does not cover damage caused by installation, neglect, misuse, abuse, improper cleaning, the unit's prior usage as an operational display, defects that should have been discovered before installation, or failure to follow the instructions and warnings set forth in the owner's/installation manual, including but not limited to cleaning of the Sink and its component parts, such as using chemicals, abrasives, acids, solvents, etc. Inspecting the unit 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 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. Damage occurring to the unit during installation is the responsibility of the installer, building contractor and/or user, and damage occurring thereafter is the responsibility of the user. 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, or state building codes in U.S.A. or federal, municipal, provincial or other codes in Canada and Mexico.

IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. THIS LIMITED 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 Sink or parts that may be different from the part(s) that accompanied the original Sink, 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 or condition (e.g., loss of use, etc.) 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 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. Sink units are excluded from any warranty coverage if any addition, deletion, or modification of any kind whatsoever has been made to the unit (or to any component). Warranty coverage is provided in the United States of America, Canada and Mexico only. The liability of Company under this limited warranty, if any, shall not exceed the original amount paid for the Sink or product claimed to be defective. These disclaimers shall be equally applicable to any service provided by Company and its designated representatives.

Company will honor a valid warranty claim when the following conditions have been met: the failure is of the nature or type covered by the warranty; the user has informed a Company Warranty Service Department Representative of the nature of the problem during the warranty period; conclusive evidence (e.g., original dated proof of purchase) is provided to Company proving that the failure occurred or was discovered within the warranty period; and, if requested by Company, user sends Company any part or the entire Sink claimed to be defective, freight prepaid. In order to obtain warranty service, contact Jacuzzi Luxury Bath at: www.jacuzzi.com or Warranty Service Department, 14525 Monte Vista Avenue, Chino, California 91710, (800) 288-4002. 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.

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. 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.