

acquabella®

Installation and Operation Manual

Effective June 1, 2025



Mineral Composite Shower Bases

Installer: This booklet must be given to the product owner.
Please include important information below:

Distributor Name
Model Number
Manufacturer's Date
Serial / Registration Number

Owner's Manual & Installation Guide

Thank you for purchasing an Acquabella product.

The instructions in this booklet will provide you with the information needed to install and maintain this unit. The ease of cleaning and the elegant look will provide you with many years of pleasure. This information is also available on **acquabellabaths.com**.

Our customer service department is available to answer any additional questions you may have pertaining to installation and care of your Acquabella product. Please call **800-783-8827** to speak to our Service Department or email **service@acquabellabaths.com**.

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Important Safety Instructions

This manual contains information and instructions for proper handling, operation and maintenance of your Acquabella shower system. Failure to follow these instructions could result in personal injury, electrical shock or fire.

WARNING: WHEN USING ELECTRICAL PRODUCTS, BASIC PRECAUTIONS SHOULD BE FOLLOWED INCLUDING THE FOLLOWING

Do not permit children to use this unit unless they are closely supervised by an adult at all times. Supervision is also required when product are used by an elderly or handicapped individual.

Never leave a running shower unattended.

Use this unit only for its intended use as described in this manual. Do not use attachments not recommended by The Manufacturer.

DANGER

Never operate electrically connected devices in or within 5' of the shower.

To reduce the risk of injury, enter and exit the shower slowly.

To avoid the possibility of personal injury and discoloration of the surface, the inlet water temperature should not exceed 60° C (140° F).

Installer/Owner bears all responsibility to comply with all state and local codes when installing this product.

SAVE THESE INSTRUCTIONS

Installation Instructions – General

Read all instructions before installing the shower base or any portion of the shower system. The manufacturer recommends using a professional installer for this product. Installer/product owner is responsible for complying with all state and local codes.

WARNING: Certain cleaning products will permanently damage the surface. Read product label carefully before using any cleaning product. Never use anything abrasive, aerosol sprays or any product that is described as “scrubbing bubbles.” Please see ‘Care & Cleaning Instructions’ on pg. 7.

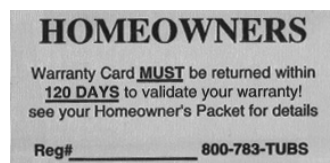
BEFORE INSTALLING

- Inspect product(s) thoroughly.
- Damage from shipping or delivery must be reported to carrier immediately. Do not install damaged unit(s). The manufacturer is not responsible for damage that occurs during transit.
- Any factory defect must be reported to The Manufacturer before unit is installed. Defects or damage claimed after installation will be excluded from warranty.
- Measure shower base on site carefully to ensure proper fit into planned opening. Factory-installed tile flange is 1/16" thick. Account for this thickness for each side with flange when planning final opening size.
- Specifications are subject to change without notice. The manufacturer is not responsible for any preparatory labor or materials.
- Always protect product(s) from construction damage by using a protective cover. Damage, including chips and scratches incurred at the jobsite are excluded from warranty, but may be repaired by a qualified technician at the owner's expense. Do not stand in the shower base prior to installation or store materials in the unit during construction. Shower bases and other shower system products are intended for indoor use and warranted for indoor installation in a climate controlled environment only.
- Do not store product in temperatures below 32° Fahrenheit.



Never leave a running shower unattended.

WARRANTY CARDS



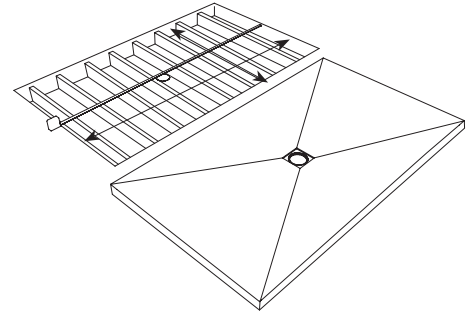
IMPORTANT: Locate and note your serial number on the cover of this manual for any future service needs.

TILE FLANGE INSTALLATION

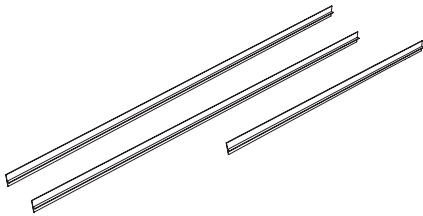
1. Place shower base on flat surface. Make sure base is free of dust or residue. Use water and a cloth rag to wipe down base.



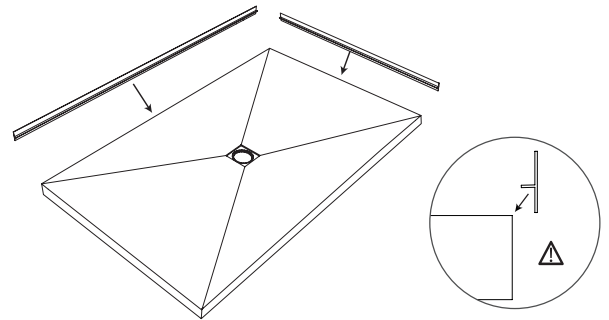
2. Determine which way shower base will need to be tile flanged using drain location and thresholds for orientation.



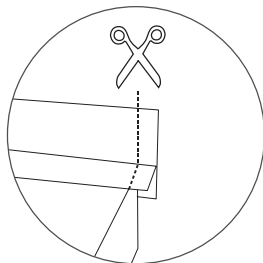
3. 3 pieces of tile flange are included in box—two “long” pieces and one “short” piece. They are longer than what is required so that they can be trimmed to size.



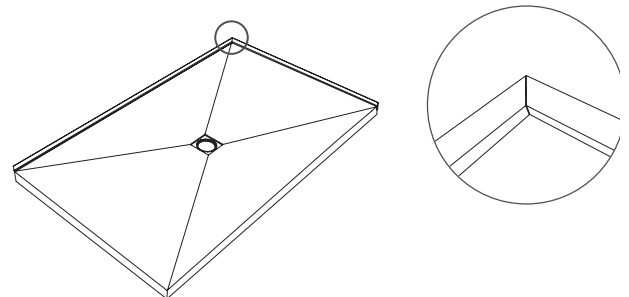
4. Measure tile flange by dry fitting it. Place tile flange against side of base that needs to be flanged flush with one edge of base. There will be a few inches hanging c other end. Secure flush end with masking tape.



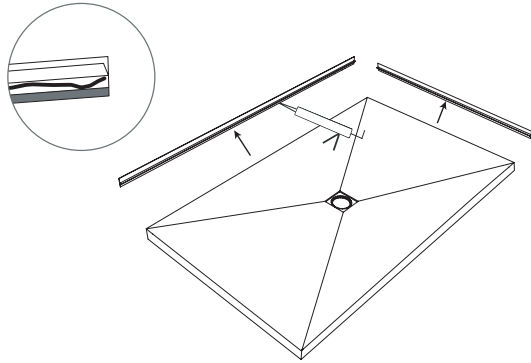
5. Trim excess off at other end. Repeat for all sides of tile flange, if necessary.



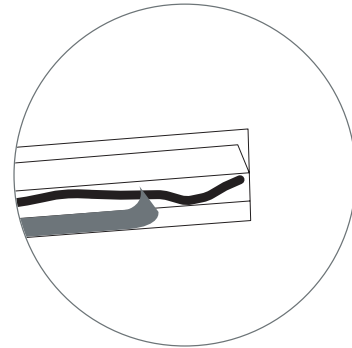
6. Where two pieces of tile flange would meet in the corners, cut rubber edge at 45 degree angle to ensure that the pieces join together without overlapping.



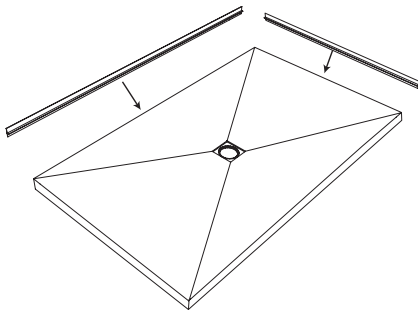
7. Now that all pieces of tile flange are cut to size, lay them on a flat surface and apply continuous bead of polyurethane construction adhesive between sticky foam strip and rubber edge. Tuck tile flange under base to help hold it down.



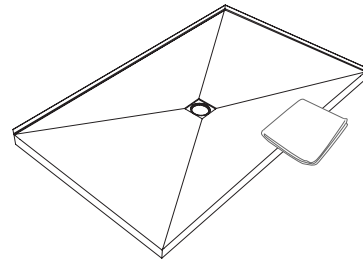
8. Remove backing for sticky foam strip.



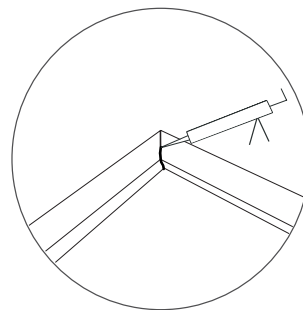
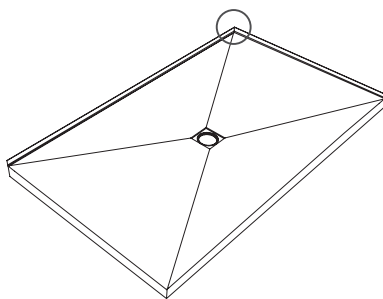
9. Line tile flange up against base and securely press in a downward motion, but also press in towards base. Make sure foam is making contact with base on its edge, while the rubber edge should be flush with surface of base.



10. To clean up excess polyurethane construction adhesive on or around base, wait until polyurethane construction adhesive is tacky before wiping with DRY cloth rag. Use alcohol to remove stubborn spots. Alcohol will not allow caulk to cure completely; it should be used last to allow glue to dry as much as possible.



11. Use masking tape along back side of corners to join them together at a 90 degree angle. Apply polyurethane construction adhesive to seam them together. Remove tape once polyurethane construction adhesive is fully dried.



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MINERAL COMPOSITE SHOWER BASE INSTALLATION

Acquabella shower bases are not equipped with leveling feet and are constructed to install on a flat, level subfloor. The manufacturer recommends a professional contractor to determine the best way to achieve the finished product and function desired.

IMPORTANT! Read all instructions carefully before beginning installation.

Protective Surface Cover The protective cover should be left in place during installation. Peel it back to inspect the product surface, but replace it before continuing with installation. When installing the drain, peel it back once again for access during this process only. Replace protective cover after drain is installed. Once all parts of installation are complete, remove protective cover last.

Shower Base Installation Procedure

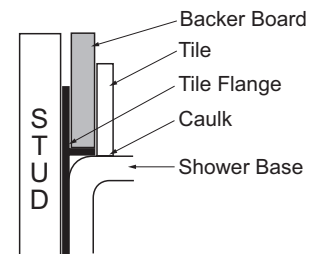
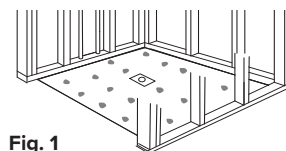
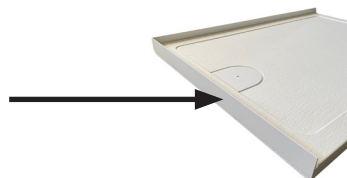
1. Inspect product thoroughly. Ensure drain location is correct.¹ Make sure the size and color match what was ordered and any necessary tile flanges are in place. Tile flange is 1/16" thick. Account for this thickness for each side with flange when planning final opening size.
2. Check floor surface for level. The area supporting the shower pan must be perfectly level and flat without dips or waves in the surface.
3. To size or trim shower base (only allowed for Delgada bases 60" in length or more):
 - Trimming the shower base may void warranty.
 - Do not trim more than 3" from the end of the base.
 - Use painters tape to avoid damage when cutting.
 - Use tile cutting tools.
 - Be sure to trim side covered by tile flange.
4. Place shower base into position. Check the shower base to ensure it is level from front-to-back side-to-side, and diagonally. If there are any uneven areas, remedy this with a floor-leveling product prior to installing the shower base. Allow time for any floor-leveling product to dry completely per the product recommendations before attempting to install the shower base. Do not attempt to use shims to level the shower base.
5. Re-check the subfloor and shower base for level.
6. Install supplied tile flange using waterproof polyurethane adhesive.
7. Insert drain fitting into drain opening on tray. Use silicone sealant on the underside of the flange on the drain fitting. Apply silicone to PVC and ABS fittings as thread sealant.
 - ⚠ Do not use plumber's putty on plastic threads, as this may cause damage over time.
 - ⚠ Do not allow plumber's putty to come into contact with the surface of the tray.
8. Install gasket and female fitting onto threaded male drain until snug.
9. Water test before completing installation to ensure proper drainage.
10. Apply polyurethane construction adhesive, such as Sika Pro Select, Loctite PL Premium, or Liquid Nails Heavy Duty to subfloor, as shown in **Fig. 1**. Also, apply a 1/4" bead to bottom of base 4" apart. Do not apply adhesive closer than 2" from outside edge.
11. Lay shower base onto subfloor. Be sure drain is aligned with drain opening in floor. Apply pressure around perimeter of the tray starting with a front corner and working toward the center of the tray. Check level front-to-back, side-to-side, and diagonally.
 - ⚠ DO NOT PENETRATE SHOWER BASE OR TILE FLANGE WITH NAILS OR SCREWS.
12. Complete drain installation.²
13. Use a bead of clear silicone along the top edge of the tray wherever the tile flange is installed to ensure a water tight seal behind the walls.

Tile Flange

Multiple-threshold shower bases include tile flange for up to 3 sides. Tile flange is adhered to the shower base in the field.

Field-installed tile flange is 1/16" thick.

Account for this thickness for each side with flange when planning final opening size.



¹ Acquabella shower bases have a ±1/2" tolerance and are subject to change at any time. Take all final installation dimensions from the shower base(s).

² The manufacturer does not warrant leaks associated with improper drain installation and will not be responsible for any costs related to improper installation. For assistance, contact Acquabella's Service Department at 800.783.8827 or email service@acquabellabaths.com.

Care and Cleaning Instructions — Mineral Composite

- For routine cleaning (after showering), simply rinse the base with water and ensure sufficient ventilation of the bathroom.
- For gentle cleaning, the base should be rinsed with water and any commercially available neutral bathroom cleaner and wiped with a non-abrasive cloth or sponge.
- Avoid the use of cleaning products or disinfectants containing alcohol. Avoid contact with lacquers, nail polish removers, solvents, acids, etc. Abrasive products (scouring pads, cloths or similar) are not suitable, as they can damage the surface.
- To remove any limescale that may remain on the base, use a household limescale remover or white vinegar diluted with water 1:3 (1 part vinegar to 3 parts water). Remove the rack and apply the mixture with a damp cloth (non-abrasive) to cover the surface. Leave for 15 minutes and rinse completely with water. In case of stubborn stains, you can use the "magic erasers", which are available in any supermarket.
- If hair dyes or bleaches are used, rinse the shower base with soap and water after showering.

WARNING: Never use rough scrub, solvents, alkaline, acid or abrasive products

General Care

- Do not allow the mineral composite surface to come into contact with nail polish, nail polish remover, Wintergreen oil, dry cleaning solution, lacquer thinners, gasoline, pine oil, etc.
- Avoid using razor blades or other sharp objects that might scratch the surface.
- The manufacturer strongly recommends a professional surface repair person for deep scratches, chips or gouges.
- Damage occurring to the unit during installation is the responsibility of the installer, and after installation, the responsibility of the user.

Residential Limited Lifetime Product Warranty

MTI Baths, LLC (“Manufacturer”) offers this Residential Limited Lifetime Product Warranty (this “Limited Warranty”) to the original non-commercial purchaser¹ (“Purchaser”) of the Acquabella mineral composite shower base (“Product” or “Products”).

1. Limited Warranty. Manufacturer warrants to Purchaser that, subject to the terms, conditions and limitations set forth herein, for the lifetime of the Product from the date of purchase, the Product shall be free of defects in material and workmanship. Notwithstanding the foregoing, with respect to Product accessories manufactured by Manufacturer, Manufacturer further warrants that such accessories, including Teak Seats, shall be free of defects in material and workmanship for a period of one (1) year from the date of purchase of such accessory. Slight variations in the appearance of the natural stone shell, and blemishes, air holes or casting marks on the underside of the Product are excluded from this Limited Warranty. Display floor models and overstock sale units are excluded from this Limited Warranty. Drain kits and accessories that are manufactured by third parties are excluded from this Limited Warranty. Oral statements made by Manufacturer or its representatives and written descriptions of the Product other than as set forth in this Limited Warranty do not constitute a warranty on behalf of Manufacturer.

2. Application; Limitations; Exclusions. The Limited Warranty set forth in Section 1 is subject to the following limitations and conditions, and will be rendered null and void in the event of a failure to meet any of the following conditions:

- a. The Product must:
 - i. have been purchased from an authorized Acquabella distributor or retailer within the boundaries of the continental United States on or after March 1, 2023, paid for in full, and installed within the boundaries of the continental United States²;
 - ii. have been installed, maintained and used in strict accordance with instructions provided by Manufacturer, including without limitation maintenance and usage guidelines, and generally accepted standards;
 - iii. be used for the limited purposes of personal, family or single household purposes;
 - iv. have been installed in an indoor, climate-controlled, residential environment;
 - v. have been water tested for proper drainage, system operation, and leak detection prior to completion of installation;
 - vi. not have been altered, customized, modified or repaired, including without limitation, installing the Product with any accessories or by any means not approved in writing by Manufacturer, placing or attaching structures, fixtures or utilities upon or to the Product, installing vents or manual perforations or penetrations, in each case without having obtained prior written authorization from Manufacturer;
 - vii. not have been installed in a steam shower application;
 - viii. not have been damaged:
 1. due to normal wear and tear;
 2. due to unauthorized or unreasonable use or improper handling, including without limitation, damages caused by leaving a running shower unattended;
 3. by freight carriers, installers, users or other third parties;
 4. due to accidents or acts of God, including without limitation, earthquakes, floods, or other storms;
 5. due to failure to follow Product instructions; or
 6. due to incorrect operation or lack of proper routine maintenance, including without limitation, the use of improper cleaners or abrasives or from food, beverages, bathing products with harmful dyes or other contents, medicinal products, make-up or hair dye, cigarette burns or burns from hot appliances or other misuses of any kind.
- b. Manufacturer does not warrant the compatibility of the Product with any product manufactured by any third party.

¹ Commercial purchasers should refer to the Commercial Limited Two-Year Product Warranty.

² **THE FOLLOWING APPLIES TO ALASKAN AND CANADIAN NON-COMMERCIAL CUSTOMERS ONLY.** This Limited Warranty shall extend to any Product installed within a 75-mile radius of an authorized Acquabella distributor or retailer. Any Product installed outside the 75-mile radius shall be covered by this Limited Warranty for a period of two (2) years from the date of purchase, and shall be limited to parts replacement only. **THE FOLLOWING APPLIES TO HAWAIIAN NON-COMMERCIAL CUSTOMERS ONLY.** This Limited Warranty shall extend to any Product installed on the islands of Maui, Kauai and Oahu only. Any Product installed elsewhere in Hawaii shall be covered by this Limited Warranty for a period of two (2) years from the date of purchase, and shall be limited to parts replacement only.

- c. This Limited Warranty extends only to the original purchaser of the Product and shall terminate immediately: (i) upon any transfer of ownership of the Product; or (ii) if the Product is installed or relocated outside of the boundaries of the continental United States. Proof of purchase must be provided by Purchaser promptly upon Manufacturer's request.
- d. Purchaser must have registered the Product within one hundred twenty (120) days from the date of purchase. Registration may be completed online at <https://acquabella.us/contact-us/warranty-registration/> or mailed to Acquabella at 670 N. Price Rd., Sugar Hill, Georgia 30518.
- e. Purchaser must have notified Manufacturer of any claim under this Limited Warranty in writing within ten (10) days of the date Purchaser discovers, or should have discovered, the issue giving rise to the claim. All such claims must be submitted to service@acquabella.us. To be valid, all claims must identify the date of discovery, a description of the defect, the name and address of the installer of the Product, the date and address of installation, and the type or style of the Product.
- f. Damages that occur in transit are the responsibility of the carrier. Purchaser or persons(s) acting on behalf of Purchaser must open and inspect the Product for damage when delivered. If the Product is damaged upon delivery, Purchaser must notify the carrier and Manufacturer in writing immediately and an inspection must be requested. All freight claims must be filed within ten (10) business days.

3. Warranty Performance; Limited Remedy. If the Product is the subject of a valid warranty claim in accordance with this Limited Warranty, Manufacturer will, at its sole option: (i) replace the defective Product; or (ii) repair or make appropriate adjustments to the Product.

Manufacturer reserves the right to inspect the malfunction or defect on site and repair or replace the Product at its discretion. In all instances, a reasonable amount of time must be allowed for commencement and completion of warranty repairs, replacements, or adjustments. Repairs will be made by an authorized Acquabella repairer. Replacement parts and/or repair services authorized under the terms of this Limited Warranty will result in the issuance of a service order number. No payment for services rendered will be made by Manufacturer without an Acquabella authorized service order. Manufacturer cannot guarantee that the Product currently in use will be available in the future. Product replacement is subject to availability and replacement Products may differ from those originally supplied.

Manufacturer is not responsible for labor charges or other charges related to the removal or installation or other costs involved in repairing or replacing the Product or the expense of shipment to or from the factory, except where provided by applicable law. Manufacturer is not responsible for the cost of removing or reinstalling the Product or costs associated with any adjacent materials. Changes in materials, parts or specifications are not valid reasons for product refusal or replacement under warranty claims.

To the greatest extent permitted by applicable law, the remedy set forth in this Section 3 is the sole and exclusive remedy for any claim based on the Product's failure to meet this Limited Warranty. THIS LIMITED WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, STATUTORY OR OTHERWISE, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THE CONDITION OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

4. Disclaimer. TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MANUFACTURER'S LIABILITY EXCEED THE PURCHASE PRICE PAID TO MANUFACTURER FOR THE DEFECTIVE PRODUCT. MANUFACTURER WILL HAVE NO LIABILITY WHATSOEVER FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN CONNECTION WITH THE PRODUCT OR ITS USE, WHETHER OR NOT FORSEEABLE AND WHETHER OR NOT WARRANTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MANUFACTURER WILL NOT BE LIABLE FOR WATER DAMAGE TO CARPETING, FLOORS OR CEILINGS.

5. Additional Information. To obtain additional information about this Limited Warranty or Manufacturer's obligations please contact the Acquabella Service Department at 800.783.8827 or email service@acquabella.us. Must have registration number available.

6. Waiver. Any failure of Manufacturer to enforce any terms and conditions set forth in this Limited Warranty shall not be deemed a waiver of such provision.

7. Entire Agreement. This writing constitutes the final, complete, and exclusive expression of the terms of the parties' agreement. Any modifications hereof, to be effective, shall be in writing, shall expressly refer to this Limited Warranty, and shall be signed by an authorized representative of the parties hereto.

8. Governing Law. This Limited Warranty shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to the laws of such jurisdiction relating to conflicts of laws.

9. Severability. In the event that any provision contained herein shall be deemed invalid, illegal or unenforceable in any respect in any jurisdiction, all remaining provisions shall remain in effect and such invalid, illegal or unenforceable provision shall be reformed so that it would be valid, legal and enforceable to the maximum extent permitted.

Commercial Limited Two-Year Product Warranty¹

MTI Baths, LLC ("Manufacturer") offers this Commercial Limited Two-Year Product Warranty (this "Limited Warranty") to the original commercial purchaser³ ("Purchaser") of the Acquabella mineral composite shower base ("Product" or "Products").

1. Limited Warranty. Manufacturer warrants to Purchaser that, subject to the terms, conditions and limitations set forth herein, for a period of two (2) years from the date of purchase, the Product shall be free of defects in material and workmanship. Notwithstanding the foregoing, with respect to Product accessories manufactured by Manufacturer, Manufacturer further warrants that such accessories shall be free of defects in material and workmanship for a period of one (1) year from the date of purchase of such accessory. Slight variations in the appearance of the natural stone shell, and blemishes, air holes or casting marks on the underside of the Product are excluded from this Limited Warranty. Display floor models and overstock sale units are excluded from this Limited Warranty. Drain kits and accessories that are manufactured by third parties are excluded from this Limited Warranty. Oral statements made by Manufacturer or its representatives and written descriptions of the Product other than as set forth in this Limited Warranty do not constitute a warranty on behalf of Manufacturer.

2. Application; Limitations; Exclusions. The Limited Warranty set forth in Section 1 is subject to the following limitations and conditions, and will be rendered null and void in the event of a failure to meet any of the following conditions:

- a. The Product must:
 - i. have been purchased from an authorized Acquabella distributor or retailer within the boundaries of the continental United States on or after March 1, 2023, paid for in full, and installed within the boundaries of the continental United States⁴;
 - ii. have been installed, maintained and used in strict accordance with instructions provided by Manufacturer, including without limitation maintenance and usage guidelines, and generally accepted standards;
 - iii. have been installed in an indoor, climate-controlled, commercial environment;
 - iv. have been water tested for proper drainage, system operation, and leak detection prior to completion of installation;
 - v. not have been altered, customized, modified or repaired, including without limitation, installing the Product with any accessories or by any means not approved in writing by Manufacturer, placing or attaching structures, fixtures or utilities upon or to the Product, installing vents or manual perforations or penetrations, in each case without having obtained prior written authorization from Manufacturer;
 - vi. not have been installed in a steam shower application;
 - vii. not have been damaged:
 1. due to normal wear and tear;
 2. due to unauthorized or unreasonable use or improper handling, including without limitation, damages caused by leaving a running shower unattended;
 3. by freight carriers, installers, users or other third parties;
 4. due to accidents or acts of God, including without limitation, earthquakes, floods, or other storms;
 5. due to failure to follow Product instructions; or
 6. due to incorrect operation or lack of proper routine maintenance, including without limitation, the use of improper cleaners or abrasives, or from food, beverages, bathing products with harmful dyes or other contents, medicinal products, make-up or hair dye, cigarette burns or burns from hot appliances or other misuses of any kind.
- b. Manufacturer does not warrant the compatibility of the Product with any product manufactured by any third party.
- c. This Limited Warranty extends only to the original purchaser of the Product and shall terminate immediately: (i) upon any transfer of ownership of the Product; or (ii) if the Product is installed or relocated outside of the boundaries of the continental United States. Proof of purchase must be provided by Purchaser promptly upon Manufacturer's request.

³ Residential purchasers should refer to the Residential Limited Lifetime Product Warranty.

⁴ **THE FOLLOWING APPLIES TO ALASKAN AND CANADIAN NON-COMMERCIAL CUSTOMERS ONLY.** This Limited Warranty shall extend to any Product installed within a 75-mile radius of an authorized Acquabella distributor or retailer. Any Product installed outside the 75-mile radius shall be covered by this Limited Warranty for a period of two (2) years from the date of purchase, and shall be limited to parts replacement only. **THE FOLLOWING APPLIES TO HAWAIIAN NON-COMMERCIAL CUSTOMERS ONLY.** This Limited Warranty shall extend to any Product installed on the islands of Maui, Kauai and Oahu only. Any Product installed elsewhere in Hawaii shall be covered by this Limited Warranty for a period of two (2) years from the date of purchase, and shall be limited to parts replacement only.

- d. Purchaser must have registered the Product within one hundred twenty (120) days from the date of purchase. Registration may be completed online at <https://acquabella.us/contact-us/warranty-registration/> or mailed to Acquabella at 670 N. Price Rd., Sugar Hill, Georgia 30518.
- e. Purchaser must have notified Manufacturer of any claim under this Limited Warranty in writing within ten (10) days of the date Purchaser discovers, or should have discovered, the issue giving rise to the claim. All such claims must be submitted to service@acquabella.us. To be valid, all claims must identify the date of discovery, a description of the defect, the name and address of the installer of the Product, the date and address of installation, and the type or style of the Product.
- f. Damages that occur in transit are the responsibility of the carrier. Purchaser or persons(s) acting on behalf of Purchaser must open and inspect the Product for damage when delivered. If the Product is damaged upon delivery, Purchaser must notify the carrier and Manufacturer in writing immediately and an inspection must be requested. All freight claims must be filed within ten (10) business days.

3. Warranty Performance; Limited Remedy. If the Product is the subject of a valid warranty claim in accordance with this Limited Warranty, Manufacturer will, at its sole option: (i) replace the defective Product; or (ii) repair or make appropriate adjustments to the Product.

Manufacturer reserves the right to inspect the malfunction or defect on site and repair or replace the Product at its discretion. In all instances, a reasonable amount of time must be allowed for commencement and completion of warranty repairs, replacements, or adjustments. Repairs will be made by an authorized Acquabella repairer. Replacement parts and/or repair services authorized under the terms of this Limited Warranty will result in the issuance of a service order number. No payment for services rendered will be made by Manufacturer without an Acquabella authorized service order. Manufacturer cannot guarantee that the Product currently in use will be available in the future. Product replacement is subject to availability and replacement Products may differ from those originally supplied.

Manufacturer is not responsible for labor charges or other charges related to the removal or installation or other costs involved in repairing or replacing the Product or the expense of shipment to or from the factory, except where provided by applicable law. Manufacturer is not responsible for the cost of removing or reinstalling the Product or costs associated with any adjacent materials. Changes in materials, parts or specifications are not valid reasons for product refusal or replacement under warranty claims.

The remedy set forth in this Section 3 is the sole and exclusive remedy for any claim based on the Product's failure to meet this Limited Warranty. THIS LIMITED WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, STATUTORY OR OTHERWISE, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THE CONDITION OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

4. Disclaimer. IN NO EVENT WILL MANUFACTURER'S LIABILITY EXCEED THE PURCHASE PRICE PAID TO MANUFACTURER FOR THE DEFECTIVE PRODUCT. MANUFACTURER WILL HAVE NO LIABILITY WHATSOEVER FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN CONNECTION WITH THE PRODUCT OR ITS USE, WHETHER OR NOT FORSEEABLE AND WHETHER OR NOT WARRANTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MANUFACTURER WILL NOT BE LIABLE FOR WATER DAMAGE TO CARPETING, FLOORS OR CEILINGS.

5. Additional Information. To obtain additional information about this Limited Warranty or Manufacturer's obligations please contact the Acquabella Service Department at 800.783.8827 or email service@acquabella.us. Must have registration number available.

6. Waiver. Any failure of Manufacturer to enforce any terms and conditions set forth in this Limited Warranty shall not be deemed a waiver of such provision.

7. Entire Agreement. This writing constitutes the final, complete, and exclusive expression of the terms of the parties' agreement. Any modifications hereof, to be effective, shall be in writing, shall expressly refer to this Limited Warranty, and shall be signed by an authorized representative of the parties hereto.

8. Governing Law. This Limited Warranty shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to the laws of such jurisdiction relating to conflicts of laws.

9. Severability. In the event that any provision contained herein shall be deemed invalid, illegal or unenforceable in any respect in any jurisdiction, all remaining provisions shall remain in effect and such invalid, illegal or unenforceable provision shall be reformed so that it would be valid, legal and enforceable to the maximum extent permitted.

