

## **HYDRO SYSTEMS DESIGNER COLLECTION 99/9 WARRANTY**

This warranty is effective for all Hydro Systems Designer Collection Soaking, Thermal Air, Whirlpool and Combination tubs manufactured after July 1st, 2009, and is in lieu of all other warranties.

### **99 Year Warranty on Combination/Whirlpool/Thermal Air/Tub Shell**

Hydro Systems, Inc. warrants to the original purchaser of the Combination, Whirlpool or Thermal Air, that the shell will maintain its structural integrity and configuration and will be free of water loss due to a defect in the tub shell for a period of 99 years from the purchase date. The warranty covers the tub shell against defects in materials and workmanship. The warranty does not apply to any other component or plumbing component, as they are covered under separate warranties.

### **9 Year Warranty on Equipment, Components & Controls**

Hydro Systems, Inc. warrants to the original purchaser of the Thermal Air or LED Lighting Tub that all support equipment, controls and plumbing components (excluding plumbing fittings and piping) for a period of 9 years from the purchase date. Limited labor is covered for the first 3 years of ownership, starting from the date of purchase and not the date of installation.

### **3 Year Warranty on Plumbing Equipment & Labor**

Hydro Systems, Inc. warrants to the original purchaser of the Combination, Whirlpool, Thermal Air or Soaking Tub that the plumbing fittings and equipment will not leak water due to defects in materials or workmanship for a period of 3 years from the purchase date. Limited labor for any repair is covered for a period of 3 years for the labor aspect of the warranty only.

This limited warranty does not include any other items not manufactured by HYDRO SYSTEMS, INC. HYDRO SYSTEMS, INC. does not assume liability for the finish or the wearing quality of any plated product. No dealer or other person has any authority to make any warranties or representations concerning HYDRO SYSTEMS, INC. or its products. Accordingly, HYDRO SYSTEMS, INC. is not responsible for any such warranties or representations. THERE ARE NO WARRANTIES BEYOND THE DESCRIPTION ON THE FACE HEREOF. NO WARRANTY OF MECHANABILITY, FITNESS, NOR OTHER WARRANTY (WHETHER EXPRESS, IMPLIED OR STATUTORY) IS MADE BY HYDRO SYSTEMS, INC., EXCEPT THAT IT WARRANTS THE GOODS TO BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP IN NORMAL USE AND SERVICE AS DESCRIBED ON THE FACE HEREOF.

### **Extent of Warranty**

Hydro Systems, Inc., at its option and sole discretion, will repair or replace any defective or malfunctioning part of its system or bathtub. This limited warranty does not include and Hydro Systems, Inc. does not assume any liability for the finish or the wearing quality of any working surface or plated part. Although it is never anticipated or desired, in the event that an exact replacement part is no longer available, an equivalent part or system will be provided. Any consequential installation requirements are not the responsibility of Hydro Systems, Inc.

All parts, labor and material necessary to repair the system or bathtub are covered except parts and aspects excluded above. If repairs cannot be made on the premises, the cost of removal or installation

of a replacement system or bathtub and the cost of transportation to and from Hydro Systems, Inc. are not covered. This includes, but is not limited to, situations where adequate clearance and access to equipment and such systems has not been provided. Costs associated with and related to obtaining access for repair are not covered.

Upon discovery of a defect or malfunction, notify supplier or installer within ten (10) days and include a description of the malfunction or defect, the date the system was purchased and installed, the name and address of the seller, and the name, address and residence and business telephone numbers of the person sending the notice together with information as to when the system can be inspected. To obtain performance of guaranty obligations, contact Hydro Systems, Inc., 29132 Avenue Paine, Valencia, California 91355, phone (661) 775-0686.

Hydro Systems, Inc. assumes no liability for damage caused by improper installation, abuse, misuse, alteration, accident or acts of God, moving or attempting to move the system or bathtub from original installation, intentional recklessness or negligent acts of any person, or repairs or attempt thereof by any firm or person other than Hydro Systems, Inc. or its representative, loss of use, incidental or consequential damages, or any cost or expense incurred. Damages or defects that should be detected or discovered by performing tests prior to installation are not covered.

No dealer or any other person has any authority to make any warranties or representations concerning Hydro Systems, Inc. or its products. Accordingly, Hydro Systems, Inc. is not responsible for any such warranties or representations.

#### **Acts Invalidating Warranty**

Inspection of the unit prior to installation is the responsibility of the installer or person or persons acting on behalf of the tub owner and it is their responsibility to make sure that the system or bathtub is free of damage or defects. Hydro Systems, Inc., is not responsible for any defect or damage that could have been discovered, repaired or avoided by proper and thorough inspection and testing prior to installation. The system or bathtub must be fully water tested for complete and correct operation and function prior to final installation and/or enclosure. Any damage, including but not limited to chips, scratches, gouges, cracks or other damage occurring due to the installation and/or work done in close proximity to the system or bathtub is the responsibility of the installer and/or user.

#### **Governing Laws and Venues**

For products shipped from the United States, this warranty will be interpreted and enforced in accordance with the laws of the State of California regardless of any choice of law principles and excluding the application of the United Nations Convention on Contracts for the International Sale of Goods and INCOTERMS 2000. The parties will submit any dispute or claim arising under or relating to this warranty to the exclusive jurisdiction of the U.S. federal or California state courts within the County of Los Angeles, State of California, and the parties hereby submit to, and waive any objection to, personal jurisdiction and venue in such courts for such purpose.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.