

BATH BAY LIMITED WARRANTY

American Whirlpool Products Corp. (AWP) warrants to the original **Consumer Purchaser** of the Bath Bay model manufactured by AWP that the structural integrity of the unit is free from defects in materials or workmanship under normal recommended residential use for a period of three (3) years for gel coat (marine grade) models and ten (10) years for Century Stone models.

AWP warrants to the original **Purchaser** of Bath Bay model manufactured by AWP that the finished surface of the Bath Bay model and any other part of the unit that is assembled by AWP is free from defects in materials under normal recommended use for a period of three (3) years from the date of installation.

If within the specified warranty period, should the Bath Bay model prove to be defective, **Purchaser** shall inform AWP in writing of the nature of such defect and of the date such defect became apparent, but no later than thirty (30) days- after the term of the warranty.

Products not manufactured by AWP but supplied by AWP, such as pumps, heaters, blowers or fittings shall carry their respective manufacturer's warranty only. This warranty shall not apply to any product that has been subjected to negligence, misuse, improper installation or maintenance or other circumstance beyond the control of AWP. The Purchaser shall pay Labor and shipping costs, including removal and reinstallation costs necessary to obtain service under this warranty.

The warranty explains American Whirlpools sole obligation and Purchaser's sole remedy for defective products.

American Whirlpool shall not be liable for any incidental, consequential or contingent damages whatsoever.

This warranty is exclusive and supersedes all other express warranties. Implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose, shall not extend beyond the duration of the applicable express warranty provided above.

Some states do not allow the exclusion of incidental or consequential damages or limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply to you. This warranty gives you the specific legal rights and you may also have other rights, which vary, from state to state.

EXCEPTIONS:

1. This warranty shall not apply to incorrect operating procedures, breakage or damage caused by neglect, improper maintenance, abuse, misuse, alterations, alteration or modification to the unit by the buyer or anyone representing the buyer. It will not cover chemical corrosion, natural corrosion, fire or any other act by the force of nature.
2. The buyer of this product is fully responsible for the proper installation of this unit. American Whirlpool will not be held responsible for any damages resulting from improper installation.
3. This warranty does not apply to any equipment or accessories not installed by American Whirlpool and American Whirlpool will not be held responsible for any results of such acts.
4. American Whirlpool is not responsible for any consequential or incidental mishaps, inconvenience time loss, incidental expense, materials or labor related to the installation of hardware or the actual Bath Bay unit.
5. All warranty will be implemented at the discretion of the American Whirlpool Warranty Department upon the summation and evaluation of the circumstances involving the product in question.