

ARIEL Bath

Limited Warranty on ARIEL Branded Bathtubs

WARRANTY COVERAGE

ARIEL Bath (the “Company”) offers the following expressed limited warranty to the original purchaser of any ARIEL Bathtub products (“unit”) who purchases the product for personal or single family residential use (“user”): The Company will repair or replace, at its discretion, the unit or its components in accordance with the following terms and conditions. Units in commercial use are excluded from any warranty coverage whatsoever. This limited warranty is non-transferable and is solely issued to the original purchaser.

ONE YEAR LIMITED WARRANTY ON ARIEL BRANDED BATHTUBS

Our limited warranty on Bathtub products is for one (1) year. Our warranty covers parts only, including factory-installed components (e.g., pump, motor, etc) against defects in material or workmanship, but does not cover associated labor for repairs or replacements, contractor’s charges for time, removal, reinstallation, consequential damages, glass, acrylic, fiberglass, or finish due to negligence, misuse, or mal-installation, transportation or freight charges. Warranty coverage begins on the date the unit was originally purchased by the user.

NINETY DAY LIMITED WARRANTY ON OPTIONS AND ACCESSORIES (REPLACEMENT PARTS AFTER ORIGINAL WARRANTY EXPIRES)

Our limited warranty on the manufacturer’s options and accessories sold by the Company is for ninety (90) days for parts only. Our warranty covers the manufacturer’s options and accessories sold by the Company (e.g., faucets, jets, fittings, accessories, keypads, etc) against defects in material or workmanship. Warranty coverage begins on the date the option or accessory was originally purchased by the user.

WARRANTY LIMITATIONS

Your ARIEL Bathtub will remain beautiful for many years IF YOU TAKE CARE OF IT. Some of the waterproofing strips and other seals will need to be replaced when they show signs of wear, yellowing, or are not watertight. Refer to the parts list of your manual for all seals (if applicable). Water conditions in various parts of the country will determine any extra cleaning attention you may have to give your new Bathtub. ARIEL Bath does not recommend the use of harsh chemicals or abrasive instruments/cleaners on any of its products, as these cleaning methods can damage the finish(es) on the product.

Our limited warranty does not cover defects, damage, or failure caused by the common carrier, installer, user, or other person, or resulting from, without limitation, any of the following: careless handling (impacts, dropping the unit abruptly, lifting unit by its plumbing, abrading the finish, etc.); modification of any type for any reason (including modification to meet local codes); improper installation (including installation not in accordance with instructions and specifications provided with the unit and/or on updated notices on the company’s website www.arielbath.com); connections supplied by the installer of the equipment; improper voltage supply or unauthorized electrical modification; misuse; incorrect operation, or lack of proper routine maintenance (every 10-30 hours of usage); operation of the unit without specified minimum amount of water or at inappropriate water temperature; use of abrasive or improper cleaners; or acts of God, such as lightning, floods, earthquakes, winds, etc.

Prior to installation or electrical preparation the user should check electrical specification of the product they have received. Electrical specifications can be found attached on the back of the unit and/or on electrical components attached to the unit; or contact your place of purchase for more detailed information.

In addition, THE COMPANY WILL NOT BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES or losses arising from any cause (e.g., water damage to carpet, ceiling, loss of use, etc.) including its own negligence; damages to, respecting, or resulting from: plated parts when chemicals are used in the unit; optional equipment not manufactured by the Company but supplied by Dealer, installer, or the Company; the unit’s prior usage as an operational display; or defects that should have been discovered before installation. 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. Units in commercial use are excluded from any warranty coverage whatsoever.

Warranty coverage is provided only in the United States of America and Canada.

EXCLUSION OF IMPLIED WARRANTIES

IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED ALTOGETHER OR TO THE FULL EXTENT ALLOWED BY LAW.

NOTICE: This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. There are no warranties applicable to ARIEL Bath products except as expressly stated herein or as implied by applicable state and federal laws. The 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.

Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you.

RESPONSIBILITIES OF OTHERS

Unit must be installed by a licensed contractor (plumber/ electrician). Inspecting the unit prior to installation is the responsibility of the user, installer, or building contractor who acts on behalf of the user. They are responsible for ensuring the unit is free of defect or damage. Notices are placed on and in the unit and on the shipping carton advising the installer of this responsibility. 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. The user or installer **MUST** open the crates and inspect the unit for damage when it is delivered. If damage is discovered, it must be reported **WITHIN 72 HOURS** to the seller and the carrier in writing, and an inspection maybe requested from the carriers insurance. It is important that you then save all the parts and packaging, damaged or good, for proper inspection from an insurance representative. Failure of the carrier to respond should be reported to the seller and the carrier. Your freight claims should be filed promptly thereafter.

It is the responsibility of the installer, building contractor, or user to provide access for service. The Company is not responsible for any costs relating to obtaining access for repair. The user shall bear such costs and, if appropriate, must seek recovery from the installer.

Damage occurring to the unit during installation is the responsibility of the installer and/or building contractor and damage occurring thereafter is the responsibility of the user.

Failure of any optional equipment is the sole responsibility of the equipment manufacturer. Options and accessories, manufactured by the Company, sold separately from original purchase of the unit, outside of the original limited warranty, are warranted for ninety (90) days from the original date of purchase for parts only.

The user and/or contractor is responsible for knowing/checking local code requirements and notifying the installing contractor and/or user 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 municipal or provincial codes in Canada.

PRIOR TO SENDING ANYTHING IN THE MAIL, please call an Atlas representative to obtain a Return of Merchandise Authorization (RMA) number for the user's return package; otherwise, the user's package may be rejected and sent back at user's expense.

All replacement parts and/or equipment shall resume the original warranty from the date of purchase. Defective parts must be returned to the manufacture. Failure to do so will result in default in warranty and/or additional charges.

Maintenance Insert for Bathtubs

To ensure proper functioning of your ARIEL Bathtub, please follow the following maintenance practices.

Once a month or after any long period of non-use, disinfect the system by doing the following:

Fill the tub with **HOT** water to a minimum of 2'' above the highest jet and also aim all of the jet nozzles downward (if applicable). Add 2 to 3 tablespoons of powdered or liquid dishwasher detergent and a **MAXIMUM** of 4 ounces of household bleach directly to the water, and then run the system for at least ten (10) minutes. (Caution: too much bleach may cause staining or dull spots on the tub surface)

After turning the system off, drain the tub and fill it with **COLD** water to a minimum of 2.5'' above the highest jet and with all of the jet nozzles aimed downward, and then run the system for ten (10) minutes to rinse it out. Finally, drain the tub and wipe it dry."

Improper maintenance of your product can void the warranty. See warranty terms & conditions for more details.