

This warranty is effective for all MTI Engineered Solid Surface (ESS) tubs manufactured after January 1, 2007, and is in lieu of all other warranties. MTI Whirlpools, Inc. (MTI) provides a limited warranty for all ESS tubs for use in the continental USA to the original purchaser for commercial, rental or multi-family application. Warranty coverage begins from date of purchase (regardless of installation date).

**Two-Year Bath Shell Warranty:** MTI warrants the ESS tub not to peel, crack, blister, or discolor for a period of two years from date of purchase. The tub must be water tested and installed per our installation instructions. MTI will not be responsible for the cost of removing or reinstalling the unit, or costs associated with any adjacent materials. MTI does not warrant leaks associated with improper waste and overflow installation. Blemishes, air holes or casting marks on the underside of the bath are not considered defects and do not affect the performance or quality of the bath. Slight variations in the surface are indigenous to the natural stone appearance of the product and are not considered defects or flaws. Variations in the surface do not compromise the structural integrity of the product.

**Air Bath Warranty:** MTI warrants our Boutique Collection air baths (system aria) for 2 years. The non-pro-rated warranty covers the air blower only. All other controls or mechanisms are covered for one-year, parts only.

**Return of Warranty Card:** The warranty registration card must be filled out by the purchaser within one hundred twenty days from purchase and mailed to MTI Whirlpools in order for this warranty to take effect.

**Warranty Limitations:** Your warranty is void if unit is not water tested for leaks and inspected prior to completing installation. Our warranty does not cover defects, damage, or failure caused by common carrier, installer, user, or other person. **Chips, cracks, and scratches can be repaired by a qualified technician at the owner's/user's expense.** We do not cover the following: careless handling; modification of any type for any reason; improper installation (see Installation Instructions); connections supplied by the installer; misuse; incorrect or improper maintenance; incorrect or inadequate water use; use of improper cleaners and/or chemicals; or extraordinary acts such as earthquakes, hurricanes, lightning, floods, hail, etc.

**Extent of Warranty:** This warranty extends only to the original consumer/purchaser of the MTI Whirlpools product when purchased and originally installed within the boundaries of the continental USA. The warranty terminates after transfer of ownership or if the tub is installed or relocated outside the boundaries of the continental USA by the original consumer/purchaser prior to the expiration of the warranty period. Display floor models and overstock sale units are excluded from this warranty.

**Warranty Performance:** In the event of any malfunction or defect covered under the terms of this warranty, a Factory Authorized Service Agent of MTI Whirlpools will repair the MTI product. To obtain service, contact the MTI Service Department for an agent in your area and issuance of a service order number. No work/payment will be made without an authorized service order number. There will be no charge for parts, labor or freight costs for parts necessary to repair the tub under warranty. Written notice of any malfunction or defect must be given within ten days of the time the malfunctions were discovered, and must be accompanied by proof of purchase. Notice must be given to MTI Whirlpools, 670 N. Price Road, Sugar Hill, GA 30518, Attn: Service Department. MTI reserves the right to inspect the malfunction or defect on site and repair or replace the unit at our discretion.

**Acts Invalidating Warranty:** Inspecting the unit prior to installation is the responsibility of the installer(s) or person(s) acting on behalf of the user. They are responsible for ensuring that the unit is free of defect or damage. Our shipping container advises the installer of this responsibility. MTI is not responsible for failure or damage that should have been discovered, repaired and avoided by proper inspection and testing prior to installation. Damage that occurred in transit is the responsibility of the carrier. The consignee must open and inspect the unit for damage when it is delivered. If the unit is damaged, this must be reported immediately to both the seller and the carrier in writing and an inspection must be requested. In the event that the carrier fails to respond, report such response to both the seller and the carrier. Any freight claims must be filed within ten business days. It is the responsibility of the installer, contractor, or user to install/bed the unit properly allowing for access for service. Access must be provided to **each** air blower and/or electrical equipment on your tub. The access panel(s) must have a minimum size of 16"x14" for installation and future servicing of the equipment. MTI Whirlpools, Inc. will not authorize any service unless **clear** access is available. Access from a crawlspace or incomplete access to all equipment may result in warranty claims being denied. Unit must be water tested for leaks prior to final installation. Damage, including chips or scratches, occurring to the unit during installation is the responsibility of the installer and after installation is the responsibility of the product owner.

**MTI Whirlpools is NOT liable for incidental or consequential damage, loss of time, inconvenience, incidental expenses, labor or material charges or any other costs related to the application of this warranty.**

**Disclaimers:** MTI Whirlpools is not responsible for incidental or consequential damages/losses from any cause such as water damage to carpeting, floors or ceilings. Optional equipment not manufactured by MTI or installed by MTI is not covered. Damages or defects that should be detected before installation are not covered. The limited warranty does not include labor, transportation, or other costs incurred in the removal and/or reinstallation of the original unit or replacement unit. Costs related to obtaining access for repair are not covered. The foregoing warranty is **EXCLUSIVE** and in lieu of all other warranties, including any other warranty of quality, express or implied, and including any warranty of merchantability, or any warranty of fitness for any particular purpose.

**Customer Service:** For technical service, contact the MTI Service Department at 800-783-8827. Please have your serial/registration number available.

