

## **Five Year Limited Warranty on Ristorre® Model 5932 Bathtub**

### **WARRANTY COVERAGE**

Ristorre (the "Company") offers the following limited warranty to the original purchaser ("User") of a Ristorre® model 5932 Bathtub ("Bath"). Please read this entire Limited Warranty, as exclusions and conditions apply. The Company will repair or replace, at its sole option, the bathtub shell or any of its covered equipment in accordance with the following terms and conditions. All warranty coverage begins on the original purchase date of the Bath by the User. Units in commercial use are excluded from any warranty coverage whatsoever. This warranty does not cover or apply to non Ristorre® branded bath products manufactured by the Company, or any option or accessory purchased or used with the Bath.

### **FIVE YEAR LIMITED WARRANTY ON BATHTUB SHELL**

The Company extends to the User of the Bath a non-transferable five year repair or replacement (at Company's sole discretion) limited warranty that the shell will maintain its structural integrity and configuration and be free of water loss due to a defect in material and workmanship. This warranty covers only the bathtub shell. This warranty does not apply to any display models. Warranty coverage begins on the date the unit was originally purchased by the User. Please register your Bath within 30 days of delivery.

### **NINETY DAY (PARTS ONLY) LIMITED WARRANTY ON BATH'S ORIGINAL EQUIPMENT**

The Company extends to the User of the Bath a non-transferrable limited ninety day repair or replacement (at Company's sole discretion) warranty on Ristorre provided original equipment that is part of the Bath (drain and overflow). **LABOR IS NOT COVERED.** The limited warranty covers defects in material or workmanship in the Bath's original equipment, and does not cover any options or accessories purchased or used with the Bath. This warranty does not apply to any display models. These items may also be covered by a warranty offered by the manufacturer of the equipment, which may have longer duration than this limited warranty. Please confirm with the manufacturer the duration of the warranty.

### **NINETY DAY LIMITED LABOR WARRANTY**

The Company extends to the User of the Bath a non-transferrable limited ninety day labor warranty. The limited labor warranty covers repair or service of the Bath for a covered warranty claim, but does not cover removal or reinstallation of the Bath, if removal and reinstallation is needed to perform the repair, and does not cover repair or service for installation related claims. If a claim is made in regard to the Bath's original equipment drain or overflow, Company reserves the right to send a replacement drain and/or overflow in lieu of providing any labor warranty coverage.

### **WARRANTY LIMITATIONS**

Company's limited warranty does not cover defects, damage, or failure caused by a common carrier, installer, User, any third party, or other person, pet, or rodent, or resulting from, without limitation, any of the following: careless handling (e.g., finish, etc.); modification of any type whatsoever made to the product or its original equipment for any reason (including but not limited to modification to meet local codes and any deletion or addition to the Bath); improper installation (including installation not in accordance with instructions and specification provided with the unit); connections supplied by the installer of the Bath; misuse; incorrect operation, or lack of proper routine maintenance; operation of the unit at inappropriate water temperature; use of abrasive or improper cleaners or cleaning products; or acts of God, such as lightning, floods earthquakes, etc. Company reserves the right to use replacement Bath or component parts that may be different from the original Bath or its equipment, including but not limited to different in appearance, configuration, performance and/or structure.

IN ADDITION, THE COMPANY EXPRESSLY DISCLAIMS AND WILL NOT BE RESPONSIBLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES ARISING FROM ANY CAUSE (E.G., WATER DAMAGE TO CARPET, CEILING, TILES, MARBLE, LOSS OF USE, ETC.) INCLUDING ITS OWN NEGLIGENCE; DAMAGES TO, RESPECTING, OR RESULTING FROM USE OF POOL AND/OR SPA CHEMICALS OR OTHER ABRASIVE CLEANING PRODUCT IN THE UNIT; DAMAGE CAUSED BY HARD WATER CONDITIONS; OPTIONAL BATH EQUIPMENT THAT IS NOT PART OF THE BATH AND ITS ORIGINAL EQUIPMENT DRAIN AND OVERFLOW, REGARDLESS IF SOLD WITH THE BATH; THE UNIT'S PRIOR USAGE AS AN OPERATIONAL DISPLAY; OR DEFECTS THAT SHOULD HAVE BEEN DISCOVERED BEFORE INSTALLATION TO THE EXTENT PERMISSIBLE BY LAW. COMPANY'S MAXIMUM LIABILITY IN ALL REGARDS IS LIMITED TO THE PURCHASE PRICE PAID BY USER FOR THE BATH.

Except as expressly set forth herein, 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. Warranty coverage is provided in the United States of America and Canada only.

### **EXCLUSION OF IMPLIED WARRANTIES**

IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED ALTOGETHER OR TO THE FULLEST EXTENT ALLOWED BY LAW. This warranty takes the place of all other warranties, express or implied, in fact or at law, including implied warranties of merchantability and fitness for a particular purpose.

## WARRANTY REGISTRATION

To register the warranty for your product, (1) go to [ristorre.com](http://ristorre.com) and follow the links to the warranty registration page, or (2) send a written request to register the warranty, including your product's model number, date of purchase, location of purchase, serial number, and your complete name, address, telephone number and email address, to Ristorre at the address provided. Please register the warranty within 30 days of delivery.

## RESPONSIBILITIES OF OTHERS

Inspecting the unit prior to installation is the responsibility of the User, as well as the installer or building contractor who acts on behalf of the User. They are responsible for ensuring the unit is free of defect or damage. 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 (INCLUDING PROPER WATER TESTING) PRIOR TO INSTALLATION. Damage occurring in transit is the responsibility of the carrier. The User and installer MUST open the crate and inspect the unit for damage when it is delivered. If damage is discovered, it must be reported immediately to the seller and the carrier in writing, and an inspection requested. Failure of the carrier to respond should be reported to the seller and the carrier. Any freight claims should be filed promptly thereafter. Damage occurring to the unit during installation is the responsibility of the User, installer and/or building contractor, and damage occurring after installation is the responsibility of the User. Warranty for any replacement parts shall be covered by the equipment manufacturer only. User is responsible for knowing local code 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.

## WARRANTY SERVICE

For the User's benefit the Company maintains a list of independent service personnel to perform required warranty service repairs. Such firms are not agents or representatives of the Company and cannot bind the Company by words or conduct. The Company will provide the warranty service described above when the following conditions have been met: the failure is of the nature or type covered by the warranty; the User has informed an Authorized Ristorre® Service Agent or Warranty Service Department Representative of the nature of the problem during the warranty period; conclusive evidence (e.g., proof of purchase or installation) is provided to Company by User proving that the failure occurred or was discovered within the warranty period; and an authorized independent service person or Company representative has been permitted to inspect the unit during regular business hours within a reasonable time after the problem was reported by the User. To obtain warranty service or replacement pursuant to the terms of this limited warranty, call or write Ristorre at the address below. Provide a description of the problem and proof of purchase. You will be instructed how to obtain service or replacement (as applicable), and for any replacement, where to return, at your expense, the failed component(s).

www.ristorre.com  
or  
Ristorre  
Warranty Service Department  
20488 Chartwell Center Dr., Suite G  
Cornelius, NC 28301  
Call: (844) 883-2839

All replacement parts, equipment, and repairs shall assume the remaining warranty period of the part(s) replaced. The Company's warranty obligation shall be discharged upon tender of replacement or repair, at Company's sole discretion. The customer's refusal to accept the tender terminates the Company's warranty obligation.

**LEGAL RIGHTS:** This Limited Warranty gives you specific legal rights. There are no warranties applicable to Ristorre® products except as expressly stated herein or as implied by applicable state and federal laws. You may also have other rights that vary from state to state. Some states do not allow limitations on how long an implied warranty lasts, disclaimer of certain warranties, or the exclusion or limitation of incidental damages, so some of the above limitations may not apply to you. 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.