

Limited Warranty

The warranty obligations of us. This product are limited to the terms set forth below:

What is Covered

This limited warranty covers defects in materials and workmanship in this product.

What is Not Covered

This limited warranty does not cover any damage, deterioration, or malfunction resulting from any alteration, modification, improper or unreasonable use or maintenance, misuse, abuse, accident, neglect, exposure to excess moisture, fire, improper packing and shipping (such claims must be presented to the carrier), or other acts of nature. This limited warranty does not cover any damage, deterioration or malfunction resulting from the installation or removal of this product from any installation, any unauthorized tampering with this product, any repairs attempted by anyone unauthorized us. to make such repairs, or any other cause which does not relate directly to a defect in materials and/or workmanship of this product. Without limiting any other exclusion herein, does not warrant that the product covered hereby, including, without limitation, the technology and/or integrated hardware(s) included in the product, will not become obsolete or that such items are or will remain compatible with any other product or technology with which the product may be used.

Only the original purchaser of this product is covered under this limited warranty. This limited warranty is not transferable to subsequent purchasers or owners of this product.

What the Bath Will Do

We will, at its sole discretion, provide one of the following three remedies to whatever extent it shall deem necessary to satisfy a proper claim under this limited warranty: 1. Elect to repair or facilitate the repair of any defective parts within a reasonable period of time, free of any charge for the necessary parts and labor to complete the repair and restore this product to its proper operating condition. We will also pay the shipping costs necessary to return this product once the repair is complete. 2. Replace this product with a direct replacement or with a similar product deemed by us to perform substantially the same function as the original product. 3. Issue a refund of the original purchase price less depreciation to be determined based on the age of the product at the time remedy is sought under this limited warranty.

What the Bath Will Not Do Under This Limited Warranty

If this product is returned to us or the authorized dealer from which it was purchased, or any other party authorized to repair the products, this product must be insured during shipment, with the insurance and shipping charges prepaid by you. If this product is returned uninsured, you assume all risks of loss or damage during shipment. We will not be responsible for any costs related to the removal or re-installation of this product from or into any installation. We will not be responsible for any costs related to any setting up this product, any adjustment of this product, or any kind of costs required for a specific installation of this product.

Limitation of Liability

THE MAXIMUM LIABILITY OF BATH UNDER THIS LIMITED WARRANTY SHALL NOT EXCEED THE ACTUAL PURCHASE PRICE PAID FOR THE PRODUCT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, We are NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY. Some countries, districts or states do not allow the exclusion or limitation of relief, special, incidental, consequential or indirect damages, or the limitation of liability to specified amounts, so the above limitations or exclusions may not apply to you. Exclusive Remedy TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS LIMITED WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, MORENO BATH SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF MORENO BATH CANNOT LAWFULLY DISCLAIM OR EXCLUDE IMPLIED WARRANTIES UNDER APPLICABLE LAW, THEN ALL IMPLIED WARRANTIES COVERING THIS PRODUCT, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY TO THIS PRODUCT AS PROVIDED UNDER APPLICABLE LAW. IF ANY PRODUCT TO WHICH THIS LIMITED WARRANTY APPLIES IS A “CONSUMER PRODUCT” UNDER THE MAGNUSON-MOSS WARRANTY ACT (15 U.S.C.A. § 2301, ET SEQ.) OR OTHER APPLICABLE LAW, THE FOREGOING DISCLAIMER OF IMPLIED WARRANTIES SHALL NOT APPLY TO YOU, AND ALL IMPLIED WARRANTIES ON THIS PRODUCT, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR THE PARTICULAR PURPOSE, SHALL APPLY AS PROVIDED UNDER APPLICABLE LAW. Other Conditions This limited warranty gives you specific legal rights, and you may have other rights which vary from country to country or state to state. This limited warranty is void if (i) the label bearing the serial