

LIFETIME LIMITED WARRANTY



1. Defects Covered: Warranty Period.

Pulse Shower Spas, Inc. ("Pulse") warrants to the original consumer purchaser who purchases this shower spa (the "Product") for use in his or her own home, that the Product will be free from defects in material and manufacturing workmanship for as long as the original consumer purchaser owns that same home. For all other purchasers (including, but not limited to purchasers for industrial, commercial and business use), the above warranty will apply for a period of 5 years from the original date of purchase.

2. Remedy: If the Product does not conform to the above warranty, Pulse, at its option, will repair or replace the Product, free of charge, or refund your purchase price.

Pulse may require that you return the Product to Pulse, shipping prepaid, in which case Pulse will provide you with a return materials authorization number (RMA). Pulse may also require that you provide evidence of the date you purchased the Product. Pulse will ship a new or repaired Product to you, at the expense of Pulse, or refund your purchase price. Service labor performed by you or others in connection with the removal or replacement of the Product will not be reimbursed by Pulse.

3. Exclusions: Pulse shall not be responsible for failure of the Product, and the above warranties will not apply, if the Product fails as a result of improper installation, improper use, modifications or repairs by anyone other than Pulse, or accident or abuse (including damage during shipment).

4. Warranty on Repairs and Replacements: For consumer purchasers who purchased the Product for home use, repaired or replacement Products will continue to be covered under this warranty for as long as he or she owns that same home. For other purchasers, repaired or replacement Products will be covered for the balance of the original warranty period.

5. No Other Warranties: Limitation of Liability.

OTHER THAN THE LIFETIME LIMITED WARRANTY STATED ABOVE, PULSE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT PERMITTED BY APPLICABLE LAW. THE REMEDIES STATED ABOVE ARE YOUR SOLE REMEDIES IN CONNECTION WITH THIS WARRANTY. IN NO EVENT WILL PULSE BE LIABLE TO YOU FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATING TO THE PRODUCT OR ITS USE, WHETHER UNDER A CONTRACT, WARRANTY, TORT, OR ANY OTHER CAUSE OF ACTION, EVEN IF PULSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE TERM OF ANY LIMITED OR IMPLIED WARRANTY, OR IN THE EVENT THAT ANY LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL PULSE'S ENTIRE LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCT. SOME STATES AND PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE AND PROVINCE TO PROVINCE.