

## LIMITED WARRANTY

SURF SPLASH AUTOMATIC FOOT SHOWERS, LLC (hereinafter the Company) warrants to the original consumer that the arches, base, marine board deck and water valve of the Surf Splash II shall be free from defects in material and workmanship under normal use for a period of one (1) year from the date of purchase, subject to the limitations and requirements herein set out. The logos/lettering and spray nozzles are NOT covered by this Limited Warranty.

If the product should be disclosed to the Company's satisfaction to be defective in workmanship or material during such period, the Company, at its option, will repair or replace the product covered by this Limited Warranty. This Limited Warranty is non-transferable and no cash or credit is available under this Limited Warranty. This Limited Warranty does NOT apply if the defect is the result of abuse, misuse, accident, additions, modifications, alterations or neglect, **including damage caused by freezing**. This Limited Warranty does NOT apply to damage as a result of normal wear and tear from use of the product (for example, scratches, dents, dings, paint chipping and wear down of the anti-skid surface of the marine board deck).

**THIS WARRANTY SHALL BE VOID IF THE SURF SPLASH II IS USED IN ANY COMMERCIAL APPLICATION. (Use at a multi-family or rental property shall be considered a commercial application.)**

**ANY IMPLIED WARRANTIES IN CONNECTION WITH THE SALE OF THE PRODUCT SHALL BE LIMITED IN DURATION TO THE SAME TIME PERIOD.** Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

**THE COMPANY SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES DIRECTLY OR INDIRECTLY RESULTING FROM ANY ALLEGED DEFECTS IN THE PRODUCT.** Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which vary from state to state.

Company dealers or representatives are not authorized to make replacements, adjustments or any additional or different representations or warranties in connection with the sale of Company products.

In order to obtain service under this Limited Warranty, the original consumer must return the product to the Company by pre-paid delivery, packaged securely, along with evidence of the purchase date. In connection with any claim under this Limited Warranty, the original consumer may also notify the Company in writing, advising of all information in support of the claim.

Delivery address: Surf Splash  
5901 Shallowford Rd., Ste 144  
Chattanooga, TN 37421  
Ph: (866) 745-7873  
Attention: Warranty Claims

Mailing address: Surf Splash  
5901 Shallowford Rd., Ste 144  
Chattanooga, TN 37421

This Limited Warranty shall be governed by and construed in accordance with the laws of the State of Tennessee and the United States of America (without regard to any law which would render such choice of law ineffective).