

MTI BASICS[®] FOOT SPA RESIDENTIAL WARRANTY

This warranty applies only to single family, residential use. Any product installed in a commercial setting, rental property or multi-family application is excluded from warranty. This warranty is effective for all MTI BASICS[®] foot spas manufactured after January 1, 2013. MTI BASICS foot spas are warranted to be free from defects in materials and workmanship for one year for the sink shell and one year for all components including, but not limited to: on/off controls, pump and jet housing from the date of purchase by the original buyer. MTI Baths provides a limited warranty on this product for use in the continental United States to the original purchaser.

This warranty excludes:

1. Any obligation other than replacement of defective parts, when presented to the selling distributor, together with proof of purchase, during the warranty period.
2. **Any labor charges**, removal or reinstallation expense, freight or any incidental or consequential damage resulting from any defective product.
3. Normal wear and tear, including chips and/or scratches.

This warranty shall be voided by any of the following:

1. Modification.
2. Improper installation, care or maintenance of the product.
3. Use of the product for any purpose or in any manner other than for which it is specifically intended.
4. Failure to test the unit properly prior to completing enclosure.
5. Activating the whirlpool action with no water in the foot spa or with the water level below the jets.

This warranty supersedes any and all other warranties, express or implied. The foregoing warranties are exclusive and made only to the original buyer. No other warranty, whether expressed, implied, or statutory including any warranty of merchantability or fitness for particular purpose shall exist in connection with any of the goods or services supplied hereunder, and all such warranties are hereby expressly excluded. No employee, agent, or other person is authorized to give any warranties on behalf of MTI in addition to or different from those herein given, or to assume for any other liability in connection with any of its products except in a written statement which is signed by an officer of MTI expressly and intentionally giving such warranties or assuming such liability.

MTI Baths 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 or installed by MTI is not covered. Damages or defects that should be detected before installation are not covered. Costs relating to obtaining access for repair are not covered.

MTI Baths 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.