

EUROPEAN TOUCH - LIMITED CONDITIONAL WARRANTY

European Touch Holdings, Inc. ("European Touch") conditionally warrants your whirlpool pedicure spa (the "Pedicure Spa") in accordance with the terms and conditions set forth below for a period of one (1) year commencing on the original date of shipment of the Pedicure Spa to you. The warranty only applies to the Pedicure Spa's original end-user owner or customer (the "Customer"). **This Conditional Warranty is non-transferable and replaces any warranties previously published by European Touch.**

If examination of the Pedicure Spa by European Touch during the applicable warranty period shows it to have a defect in material or workmanship, European Touch will, at its option, repair or replace the defective component or part thereof. Further, European Touch may, at its discretion, replace a defective component or part with a refurbished component or part, or may replace the Pedicure Spa with a refurbished pedicure spa. If European Touch elects to replace the Pedicure Spa, the replacement pedicure spa must be comparable in style and size to the Pedicure Spa. The customer shall bear all charges incurred for the shipment to it of a replacement spa or components or parts. This limited warranty also covers the cost of all labor incurred in repairing defects in the Pedicure Spa or repairing or replacing any of its defective components or parts, when the work is done by a **pre-authorized European Touch preferred service provider**; provided, however, that labor is not covered for those parts listed on attached **Exhibit A** as provided below. Cost of repair by any non-authorized service provider is not reimbursable and may void this warranty.

The foregoing limited warranty does not apply:

- To the Pedicure Spa, or any components or parts thereof, if subjected to misuse or neglect or if accidentally or intentionally damaged.
- To the Pedicure Spa, or any components or part, if altered or modified in any way.
- To any expenses incurred by the Customer or any third party, including labor or material, during investigation, removal or reinstallation of the Pedicure Spa or any defective components or parts.
- To any damage to or impairment of the Pedicure Spa, or any components or parts thereof, caused by any casualty, including without limitation, accident, fire, wind, floods, acts of nature or attempted theft.
- To any workmanship of a fabricator (other than European Touch) or installer of the Pedicure Spa.
- If damage to pump parts and/or motor parts is due to obstructed plumbing.
- If the Pedicure Spa is removed from its place of initial installation.
- To staining, fading, or discoloration of any portion of the Pedicure Spa caused by water additives or improper water treatment.
- To staining, fading or discoloration of the Pedicure Spa's upholstered seat, armrests or footrests.
- To malfunctions or damage caused by improper installation of the Pedicure Spa, including, but not limited to, failure to meet state or local plumbing, electrical and building codes and other applicable laws and regulations.
- To damage resulting from a person standing in the Pedicure Spa's basin or other similar stress to that basin.
- To freight damage.
- To damage incurred to the Pedicure Spa while in possession of any party other than European Touch.
- To any special costs imposed by any landlord or other party controlling the building in which the Pedicure Spa is located such as the cost of fidelity bonding or unique licensing requirements, all of which costs shall be borne by the Customer.
- To any labor costs to install those parts listed on attached **Exhibit A** which consist of items which do not require the skills of a trained technician to install.

This foregoing conditional limited warranty is also conditional upon:

- The Pedicure Spa being installed by a licensed professional in accordance with European Touch's installation instructions and applicable state and local plumbing, electrical and building codes and other applicable laws and regulations.
- Use of the Pedicure Spa in compliance with all regulatory and industry guidelines (including without limitation, UL and NSF guidelines and applicable state and local plumbing, electrical and building codes and other applicable laws and regulations)

- Use of parts and components which are either genuine European Touch parts and components or are parts and components approved for use by European Touch. Failure to comply with this requirement may also lead to voiding of the Pedicure Spa's UL and NSF approvals and applicable state and local plumbing and other certifications which could impact compliance with state and local codes and regulations as well as insurance coverage requirements.
- The proper use of cleaning and sanitizing solutions in accordance with the instruction labels provided by European Touch or the requirements of applicable law. Repeated use of concentrated chlorine or other chemicals will void this limited warranty, except to the extent such use is required by the provisions applicable law.
- Avoidance of the use of ionic detox machines that submit any metallic part to reverse electroplating; this use will destroy plated parts and void the warranty.
- Shipment, if requested, to European Touch of Pedicure Spa parts or components thought to be defective. Parts or components may only be returned if authorized in advance by European Touch. All returns must be freight prepaid.
- Determination by European Touch, in its reasonable discretion, that there exists a defect in material or workmanship.

Repair or replacement of any part or component under this Limited Warranty, or furnishing a replacement pedicure spa, shall not extend the duration of the warranty with respect to such repaired or replaced part beyond the stated warranty period. When a part or component is replaced, it will be under warranty for 90 days, or for the remaining life of original warranty, whichever period is greater.

Customer agrees by using the Pedicure Spa that

- **THE OBLIGATION OF EUROPEAN TOUCH SHALL NOT EXTEND TO INDIRECT OR CONSEQUENTIAL DAMAGES OR INJURY WHICH MAY RESULT FROM SUCH USE**
- That the obligations of European Touch are limited to those set forth herein.
- This warranty is limited to the original owner/end-user and is non-transferable.
- European Touch shall not be liable for any other obligations or liabilities, including, but not limited to: obligations or liabilities arising out of breach of contract or warranty, negligence, or other tort or any theory of strict liability with respect to the Pedicure Spa or parts or components thereof or any acts or omissions of European Touch
- Any assistance European Touch provides to the Customer outside of terms, limitations, or exclusions of this limited warranty will not constitute a waiver of any of the foregoing terms, limitations, or exclusions, nor will such assistance extend or revive the warranty.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, AND ALL SUCH OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED AND EXCLUDED FROM THIS LIMITED WARRANTY. NO DEALER OR OTHER PERSON HAS ANY AUTHORITY TO BIND EUROPEAN TOUCH TO CHANGES OR ADDITIONS TO THIS WARRANTY. ACCORDINGLY, EUROPEAN TOUCH IS NOT RESPONSIBLE FOR ANY SUCH CHANGES OR ADDITIONS.

IN NO EVENT SHALL EUROPEAN TOUCH BE LIABLE IN ANY WAY FOR ANY CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER, OR FOR ANY AMOUNTS IN EXCESS OF THE SELLING PRICE OF THE PEDICURE SPA OR ANY COMPONENTS OR PARTS THEREOF FOUND TO BE DEFECTIVE. THIS LIMITED WARRANTY GIVES THE CUSTOMER SPECIFIC LEGAL RIGHTS. THE CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY BY EACH JURISDICTION.

Should your Pedicure Spa require service due to a defect or malfunction, please contact:

European Touch – Technical Support
 800.626.6912 | 414.357.7016 | f: 414.357.6360
 email: service@europeantouch.com
 website: europeantouch.com

Exhibit A

Parts for which Labor/Service is not Covered

The following spa components are simple to replace and do not require a service technician. Therefore, though the part is covered under the guidelines of the warranty agreement, payment to a service technician for labor is not.

Exhibit A for Altera and Forte Clean Touch Extended Service Contract And Limited Warranty Document
Parts for which Labor/Service is NOT COVERED.
The following spa components are simple to replace and do not require a service technician. Therefore, though the part is covered under the guidelines of the warranty agreement, payment to a service technician for labor is not.

Altera and Forte Clean Touch
Body Panels
Clean Touch Impeller
Clean Touch Impeller Cover
Clean Touch Impeller Housing
Clean Touch Sensors
Cushion & Arm pads
Faucet Cartridge
Leveling feet
On/Off / Drain Button
PDP pump
Remotes
Sprayer
Water and drain hoses