

Limited Warranty on Delta® Steam Bath and Steam Shower Products

Applicable to products purchased and installed in the USA and Canada

Residential Steam Bath Generators: Delta Faucet Company ("DFC") warrants to the original consumer purchaser that the parts (except for electronic parts) of its residential steam bath generator purchased from authorized Delta sellers will be free from defects in materials and workmanship for as long as the original consumer purchaser owns the home in which the steam bath was originally installed. This lifetime limited warranty does not apply to residential steam bath generators that are used in commercial applications (as defined herein).

Residential Electronic Parts, Controls, Spa Options and Accessories: DFC warrants to the original consumer purchaser that the electronic parts of its steam bath generator and its controls, spa options and accessories purchased from authorized Delta sellers will be free from defects in materials and workmanship for a period of two (2) years from the date that the product is received by the original consumer purchaser or their authorized representative (installation contractor, etc.). This two-year limited warranty does not apply to controls, spa options, electronic parts and accessories that are used in commercial applications (as defined herein).

Commercial Warranty: For the purposes of this warranty the term "commercial application" refers to installation in any setting in which the product is not being used for personal household use, including but not limited to hospitality applications, day spas, short-term and long-term rentals and gyms.

DFC warrants that the parts (including electronic parts) of its steam bath generators (including steam bath generators with model numbers beginning with 5COM, which are intended solely for heavy commercial use), equipment, controls, electronic parts, spa options and accessories purchased from authorized Delta sellers and used in a commercial application will be free from defects in materials and workmanship for a period of one (1) year from the date that the product is received by the original purchaser or their authorized representative (installation contractor, etc.).

What We Will Do: DFC will, at its option, repair or replace, free of charge, any part that proves defective in material and/or workmanship under normal installation, use and service during the applicable warranty period as stated above. DFC may elect to refund the purchase price. Replacement parts are subject to availability and may differ from those originally supplied.

For residential applications, two (2) years following the date that the product was received by the original consumer purchaser or their authorized representative (installation contractor, etc.), and with prior approval by DFC, DFC will pay for labor for repair/replacement associated with warranty coverage. Thereafter, DFC will not pay for labor associated with removal/repair/replacement of products covered by this warranty.

For commercial applications, DFC will, with prior approval by DFC, pay for labor associated with warranty coverage for ninety (90) days from the date that the product is received by the original purchaser or their authorized representative (installation contractor, etc.). Thereafter, DFC will not pay for labor associated with removal/repair/replacement of products covered by this warranty. **These are the consumer's exclusive remedies.**

What Is Not Covered: Because DFC is unable to control the quality of Delta products sold by unauthorized sellers, unless otherwise prohibited by law, this warranty does not cover Delta products purchased from unauthorized sellers.

This warranty does not cover damage caused by improper or negligent installation or use. Provided that DFC is paying the cost of the labor under the terms above, this warranty does not cover repairs attempted by any person other than an authorized DFC agent and shall be limited to the repair or replacement of defective parts by DFC or its authorized agent.

This warranty is void if any of the following should occur:

- The use of the product for an unintended application, including the commercial application of a product that is not intended for commercial use.
- Failure to follow instructions, including care, cleaning and usage instructions, provided in the product's owner's manual.
- The product's serial number has been altered or removed.
- The product is modified in any manner which DFC concludes, after its inspection, affects the reliability of the product.
- The product has been improperly repaired by anyone not specifically designated or authorized by DFC.
- The product is damaged because it is not operated or installed in accordance with supplied instructions.
- The product is installed outdoors.
- The product is installed in a moist and/or humid area with unconditioned air or temperatures that exceed 104 degrees Fahrenheit.
- The product is damaged due to freezing.
- The product is damaged by acts of God.

How to Make a Warranty Claim: To obtain warranty repair or replacement, contact DFC at: 800-394-6478 or steam-prodserv@deltafaucet.com to receive an RGA# (Return Goods Authorization number) which must be on the carton that is returned via UPS Ground or equivalent. Proof of purchase (original sales receipt showing purchase date) identifying the model and serial number and documentation of the date of receipt of the product by the original purchaser or their authorized representative (installation contractor, etc.) must accompany all warranty claims.

Limitation on Duration of Implied Warranties: Please note that some states/provinces (including Quebec) do not allow limitations on how long an implied warranty lasts, so the below limitations may not apply to you. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY IMPLIED WARRANTY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, IS LIMITED TO THE STATUTORY PERIOD OR THE DURATION OF THIS WARRANTY, WHICHEVER IS SHORTER.

Limitation of Special, Incidental or Consequential Damages: Please note that some states/provinces (including Quebec) do not allow the exclusion or limitation of special, incidental or consequential damages, so the below limitations and exclusions may not apply to you. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS WARRANTY DOES NOT COVER, AND DFC SHALL NOT BE LIABLE FOR, ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER ARISING OUT OF BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, TORT, OR OTHERWISE.

Additional Rights: This warranty gives you specific legal rights, and you may also have other rights which vary from state/province to state/province. This is DFC's exclusive written warranty and the warranty is not transferable.