

4 5

6

7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

Once we receive the goods, we will disposition the parts and determine if they are deemed under warranty, as expressed in our policy. If we deem under warranty, we will either repair or replace the goods.

Ella's Bubbles (Ella) warrants to the original purchaser that all products will be free of material defects in materials and workmanship for a period of 2 years in each case, beginning at the date of purchase. This warranty may not be transferred or assigned to anyone other than the original purchaser.

In the event of any such defect, Ella may, in its sole discretion, repair or replace the defective product or refund the purchase price thereof.

To obtain warranty service, purchaser must return product to Ella during the warranty period. Ella will pay the freight costs for the return of any products for warranty service. Purchaser is responsible for all other costs incurred in obtaining warranty service, including, without limitation, all cost of removal and reinstallation of product. Purchaser is responsible for all freight costs for return of products not covered by warranty or returned for reason other than warranty service.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ELLA'S LIABILITY, IF ANY, WHETHER ARISING FROM BREACH OF WARRANTY, CONTRACT, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE WITH RESPECT TO ITS PRODUCTS IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PRICE OF THE PARTICULAR GOODS OR SERVICES GIVING RISE TO THE LIABILITY. IN NO EVENT SHALL ELLA BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, WATER DAMAGE TO STRUCTURES OR OTHER PROPERTY.

Ella'sBubbles

Infusion™ Microbubble Therapy Universal Installation Kit for Bathtubs

Limited Warranty

The foregoing warranty shall not apply to any product which:

- has been damaged by or subject to negligence, abuse, misuse, misapplication, improper installation, alteration or modification, water intrusion of electronic controls, chemical corrosion including chlorine, or improper maintenance;
- has been used in a manner contrary to written instructions made available electronically or supplied by Ella;
- has been altered or repaired by anyone not either an authorized representative of Ella or at the direction of such a representative;
- is due to normal industry color variation;
- has had the model identification or serial number removed, defaced or altered; or
- requires repair or replacement due to wear and tear, including, without limitation, worn-out motor brushes.
- are Microbubble pressure tanks used for commercial applications;

There will be a charge for replacement or service if products are returned for any of the reasons listed above and purchaser will be responsible for all freight costs.

Products, systems, components and fixtures not supplied or manufactured by Ella may be installed in connection with Ella products. Ella makes no warranty with respect to such products, systems, components and fixtures.

Ella does not perform and does not warrant the installation (including, without limitation, plumbing and electrical hookup) of Ella products or any other products, systems, components or fixtures installed in connection therewith and is not responsible and accepts no liability therefor.

Ella reserves the sole authority to make any type of warranties or representations concerning Ella or its products. This warranty cannot be modified except in a writing signed by an authorized officer of Ella. Ella will not be responsible for any warranties or representations made by any third party, including dealers, retailers, distributors, or contractors.