

Certificate must be completed in order to validate warranty.

# WARRANTY CERTIFICATE

**INSPECTION/INSTALLATION FORM** **DATE OF INSTALLATION/SERVICE:** \_\_\_/\_\_\_/\_\_\_

**Inspector Name:** \_\_\_\_\_ **License Number:** \_\_\_\_\_

<b>Client Information:</b> Company: _____ Location: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Fax: _____ Contact Person: _____	<b>Installation/Service Company:</b> Company: _____ Technician Name: _____ License Number: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Fax: _____
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<b>Sunshower Information:</b> <div style="border: 1px solid black; height: 80px; display: flex; align-items: center; justify-content: center;"> <span style="font-size: 24px;">┌</span> <span style="font-size: 24px;">└</span> </div> <p style="text-align: center;">PLACE SERIAL NUMBER HERE</p> <div style="border: 1px solid black; height: 80px; display: flex; align-items: center; justify-content: center;"> <span style="font-size: 24px;">└</span> <span style="font-size: 24px;">┌</span> </div>	<b>Reason of Visit:</b> <input type="checkbox"/> Installation <input type="checkbox"/> Re-examination <input type="checkbox"/> Service <input type="checkbox"/> Other _____
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Inspection Conform to: **LOCAL ELECTRIC CODE**

Grounding installation frame . . . . .  OK

Installation frame is sealed properly . . .  OK

Grounding unit . . . . .  OK

GCFI breaker tested . . . . .  OK

White filter glass is sealed properly . . .  OK

All parts examined . . . . .  OK

**The installation frame inspection has been found**  OK  Not OK

**The Sunshower inspection has been found**  OK  Not OK

I \_\_\_\_\_ (Name of Inspector) hereby declare that I have read all the (installation) instructions before installing the unit and that I have installed the Sunshower to conform to the Local Electric Code. The Sunshower unit is free of any damaged and/or defective parts.

**Signature Inspector:** \_\_\_\_\_ **Date:** \_\_\_\_\_

I \_\_\_\_\_ (Customer Name) hereby declare that the ProSun Sunshower functions correctly, is undamaged, and that I have received and read the ProSun Sunshower user manual.

**Signature Customer:** \_\_\_\_\_ **Date:** \_\_\_\_\_



**ProSun International, LLC.**  
 2442 23rd Street North  
 Saint Petersburg, FL 33713  
 USA  
 Toll-Free: 1-800-874-2776  
 Phone: 727-825-0400  
 Fax: 727-825-0700

**ProSun International, LLC. ®**  
**LIMITED WARRANTY**  
**EFFECTIVE July 26th, 2002**

1. **Warranty Period:** PROSUN warrants new tanning equipment manufactured or imported by it, provided it is still owned and operated by the original purchaser, to be free from defects in material and workmanship under normal use and service, for a prorated period of two (2) years from the date of delivery to the original Purchaser
2. **Activation of Warranty:** To activate this Limited Warranty the original Warranty Registration card attached hereto must be completed by the Purchaser and the Selling Dealer at the time of delivery to the Purchaser, and returned to PROSUN within fifteen (15) days of delivery as a condition precedent to obtaining any coverage under this Limited Warranty. Further, warranty coverage for equipment intended for commercial use will not be considered active until the customer takes possession of the equipment. Equipment intended for residential use, where a Prosun authorized dealer sells equipment to a third party, will be considered active when the third party takes possession of the equipment or six months after the dealer takes possession of the equipment- whichever occurs first.
3. **What is covered:** During the warranty period as specified above PROSUN will replace any defective system or component, at PROSUN's sole discretion. The Purchaser shall be responsible for the difference between the cost of a new system or component and the prorated value of the defective system or component. Prior to making any repairs PROSUN will advise the Purchaser of the nature of the problem and the cost to the Purchaser based on the proration of the defective system or component.
4. **What is not covered:**
  - A) Acrylic sheets, starters (igniters), lamps, blue and clear filter glass.
  - B) Any plastic parts affected by discoloration.
  - C) Cracked or broken coverplates, endcaps and sidebars
  - D) Any failure to the external timing system (example: T-Max, FST timers and timer system components)
  - E) Any failure to the external voltage transformer (example: "buck and boost" transformers)
  - F) Any damage caused by the failure of any supporting hardware not supplied by PROSUN.
  - G) Any labor charges, travel time charges, or mileage charges associated with a warranty item.
  - H) Shipping costs back to PROSUN'S factory. PROSUN will pay for ground transportation of repaired or replaced part back to purchaser.
  - I) Tanning units, parts or components damaged in transit where PROSUN'S damaged goods policy is not followed by purchaser or purchaser's designee.

**This warranty does not apply to any failure of product due to alterations, modifications, misuse, abuse, neglect, accident, improper maintenance or installation, use of parts not supplied by PROSUN, failure to operate and use the product in accordance with the instructions provided in the Owner's Manual supplied with the product or failure to otherwise meet manufacturer's specifications, or if the serial number has been removed, altered or defaced.**

6. **Procedure for Requesting Warranty Work:** In the event of a problem covered under this limited warranty, the customer must first contact PROSUN and obtain a Returned Goods Authorization for products to be repaired or replaced at PROSUN's discretion, provided product(s) are returned freight prepaid to PROSUN. PROSUN will perform its obligation within thirty (30) days from the date of PROSUN's receipt of the Purchaser's authorization to effect repairs and acceptance of the cost of repairs based on the prorated values of the defective systems or components. Any payment due from the Purchaser shall be payable in full prior to PROSUN's return of the repaired system or component. Any product being returned to PROSUN for repair or replacement must be adequately packaged to prevent freight damage and shipped via traceable method
7. **Right to Modify:** PROSUN reserves the right to make changes or improvements in its products without incurring any obligations to similarly alter products which have been previously purchased.
8. **Exclusivity of Warranty:** This warranty is the only warranty made by PROSUN and may only be modified or amended by a written instrument signed by a duly authorized officer of PROSUN. PROSUN's sole and exclusive liability and Purchaser's sole and exclusive remedy under this warranty shall be, at PROSUN's option, to repair or replace, to the extent available on a prorated basis, any such defective Products. These remedies are available only if PROSUN's examination of such Products discloses to PROSUN's satisfaction that such defects actually exist and were not caused by Purchaser's misuse, abuse, neglect, improper installation, maintenance or testing, alterations or modifications, failure to meet manufacturer's specifications or any other cause beyond the range of normal usage, or by accident, fire or other hazard. Repair or replacement of a part does not extend the warranty period or extend the prorated value of a part or product beyond the initial two year limited warranty period from the date of delivery.

**THE WARRANTY SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL PROSUN BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO THE PRODUCTS DELIVERED HEREUNDER OR SUBSEQUENT USE THEREOF.**

9. **Limitation of Liability:** PROSUN shall not be liable for any loss, damages, or penalty resulting from failure to perform any of its obligations under this Agreement due to force majeure or any cause beyond its reasonable control.

**PROSUN'S LIABILITY UNDER OR FOR BREACH OF THIS AGREEMENT SHALL NOT EXCEED THE REFUND OF THE PURCHASE PRICE LESS REASONABLE RENTAL FOR PAST USE. IN NO EVENT SHALL PROSUN BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS BY THE PURCHASER OR FOR UNAUTHORIZED REPAIRS UNDERTAKEN BY THE PURCHASER WITHOUT PROSUN'S PREVIOUS WRITTEN APPROVAL. IN NO EVENT SHALL PROSUN BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE. PROSUN DISCLAIMS ANY OBLIGATION OR LIABILITY FOR LOSS OF USE OF THE PRODUCT WARRANTED, LOSS OF TIME, INCONVENIENCE, RENTAL OR SUBSTITUTE PRODUCTS, LOSS OF BUSINESS, LOSS OF INCOME, COMMERCIAL LOSS OR ANY OTHER DIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES.**

10. **Governing Law:** Notwithstanding principles of conflicts of law of any jurisdiction to the contrary, all terms and provisions of this Agreement are to be construed and governed by the laws of the state of Florida without regard to the laws of any other jurisdiction. The Purchaser waives any and all privileges and rights which they may have under Chapter 47, Florida Statutes (1993), relating to venue as it now exists or may hereafter be amended, and under any other statute, or administrative provision thereof in any legal action on this Agreement; and further, the Purchaser agrees that any legal action brought on this Agreement or in connection therewith, shall be brought in the appropriate court in Pinellas County, Florida.
11. **Attorney's Fees:** Should a dispute arise with regard to this warranty or any other aspect of this sale the prevailing party shall be entitled to reasonable attorneys fees and costs through appeal.