



## LIMITED LIFETIME MANUFACTURER'S PRODUCT AND WORKMANSHIP WARRANTY

BathMaxx, Inc., an Illinois Corporation, manufacturer of acrylic wall surrounds, shower floor/bases, replacement bathtubs, tub liners, shower liners and acrylic accessories (collectively referred to as "Product") warrants its product will be free of material defects for as long as the residential Customer ("Customer") owns the home where the BathMaxx product was installed. For commercial/non-residential Customers, the term of the warranty is five (5) years. THIS WARRANTY EXCLUDES ANY WARRANTY FOR CLAIMS RELATING TO INSTALLATION/LABOR OF BATHMAXX PRODUCTS. THIS WARRANTY IS FOR PRODUCT DEFECTS ONLY. BATHMAXX DOES NOT WARRANTY ANY NON-BATHMAXX MANUFACTURED PRODUCTS SUCH AS FAUCETS, SHOWER HEADS, DOORS GRAB RAILS, AND/OR STOPPERS.

BathMaxx warrants that the surface of the Product will not materially fade, yellow, crack, bubble or peel under normal use and when cared for under the guidelines set forth by BathMaxx. This warranty expressly prohibits the use of unapproved cleaners, and expressly excludes damage resulting from the use of same. In addition, this warranty is void if damage is caused by contact with any of the following: dyes, paints, inks, certain cosmetics, or cleaning agents, abrasive pads, pigments, certain foods, paint remover, fingernail polish remover, solvents or other chemicals, cigarettes or other sources of extreme heat, or abuse of any kind whether intentional or unintentional. Additional exclusions include escutcheon plates, valve handles, hand-held shower head hoses and other materials not manufactured by BathMaxx (in which case the normal manufacturer's warranty of each product applies).

In the event of failure of the Product under these terms, BathMaxx reserves the right to partially repair, completely replace, or provide a full or partial refund, whichever BathMaxx deems appropriate in its sole discretion.

Customers may make a warranty claim in writing with the BathMaxx Dealer with which the Customer originally contracted with. Upon learning of any warranty claim, BathMaxx will take steps to assess the claim, determine a course of action and effectuate repair or other remedy under the terms of this warranty for covered Products. Any warranty work is subject to then current lead times and then current product availability. Should the BathMaxx Dealer from which the Customer originally contracted for service be no longer in business, or should the Customer not be able to satisfactorily resolve a warranty issue with the BathMaxx Dealer, the Customer should make a warranty claim in writing with BathMaxx. The invalidity of any provision of this warranty shall not invalidate the remaining provisions of this warranty. **ANY CLAIM FILED BY THE CUSTOMER TO ENFORCE THE TERMS AND CONDITIONS OF THIS WARRANTY SHALL BE FILED IN THE STATE OR FEDERAL COURTS LOCATED IN COOK COUNTY, ILLINOIS TO THE EXCLUSION OF ALL OTHER JURISDICTIONS.**

**THIS WARRANTY IS IN LIEU OF ALL WARRANTIES, EXPRESSED OR IMPLIED, AND IS IN FACT THE ONLY WARRANTY OFFERED BY BATHMAXX. UNDER NO CIRCUMSTANCES WILL BATHMAXX BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGE TO PERSONAL PROPERTY, LEGAL SERVICES, AND LOSS OF TIME OR TRAVEL) UNDER THIS WARRANTY. THIS WARRANTY EXPRESSLY EXCLUDES LOSS OF VALUE, LOSS OF USE, STIGMA AND DIMINUTION IN VALUE RELATED TO ANY COVERED FAILURE CLAIMED UNDER THIS WARRANTY. IN NO WAY SHALL THE TOTAL LIABILITY OF BATHMAXX EXCEED THE TOTAL AMOUNT PAID BY THE CUSTOMER FOR SERVICES PROVIDED AND/OR THE GOODS PURCHASED. THE RESIDENTIAL BUYER SPECIFICALLY WAIVES ALL IMPLIED WARRANTIES AND THE WARRANTY FOR FITNESS FOR A PARTICULAR PURPOSE AND/OR THE IMPLIED WARRANTY OF HABITABILITY. THIS WARRANTY GIVES YOU CERTAIN LEGAL RIGHTS. SOME STATES DO NOT ALLOW LIMITATIONS OF THE IMPLIED WARRANTIES OR CONSEQUENTIAL DAMAGES, SO THESE LIMITATIONS MAY NOT APPLY TO YOU. SUBJECT TO APPLICABLE LAWS, THIS WARRANTY APPLIES TO ALL SUCH LIMITATIONS TO THE FULLEST EXTENT ALLOWED BY LAW. THE WARRANTY OBLIGATIONS OF BATHMAXX ARE VOID AND OF NO AFFECT IF THE CUSTOMER HAS FAILED TO PAY FOR ANY GOODS OR SERVICES. THIS WARRANTY ONLY EXTENDS TO THE PRODUCTS AS DEFINED HEREIN AND EXCLUDES ALL OTHER PRODUCTS, SERVICES OR LABOR THAT MAY HAVE BEEN PROVIDED TO YOU.**