

## **LIFETIME WARRANTY ON BAIN MAGIQUE® MANUFACTURED ACRYLIC PRODUCTS**

FOR PERSONAL RESIDENTIAL USE OF ACRYLIC BATHTUBS, SHOWERS, BATHTUB LINERS, SHOWER LINERS, SHOWER BASES, SHOWER FLOORS, WALLS, CEILINGS AND BATHROOM ACCESSORIES MANUFACTURED BY BATH FITTER MANUFACTURING INC. (the “**Manufacturer**”) (collectively, the “**Product(s)**”).

**The Warranty and Its Duration:** The Manufacturer warrants the Products for personal residential use against defects in materials and workmanship for the reasonable expected service life of the Products under normal conditions of usage and care. This warranty applies only to Products installed in the United States or Canada. The warranty period is not extended if Manufacturer repairs or replaces a Product under this warranty.

**Who is Entitled to This Warranty:** This warranty extends to the original purchaser of the warranted Products and to each new owner of the property where the Products were initially installed (“**You**”).

**What is Covered by the Warranty:** This warranty applies only to defects in materials or workmanship in the Products. This warranty does not apply to other products or services.

**What the Manufacturer Will Do Under This Warranty:** If a defect arises and a valid claim is received during the term of the warranty, Manufacturer will, at its option, either repair or replace the defective Product free of charge. The decision whether to repair or replace is determined by Manufacturer in its sole discretion. If Manufacturer chooses to repair a defective Product and it cannot be adequately repaired after a reasonable number of attempts, You may choose a replacement of the Product or component part at no charge, or a refund.

## **EXCLUSIONS AND LIMITATIONS**

1. This warranty **does not** apply to commercial installations, but only to Products installed in premises owned or co-owned by You where You live on a regular basis.
2. This warranty only applies to Products purchased after June 5<sup>th</sup>, 2023.
3. This warranty only applies to Products purchased through, and installed by, (“**Installation Project**”) a Bain Magique® corporate branch owned and operated by an affiliate of Manufacturer or an authorized Bain Magique® franchisee of Bath Fitter Franchising inc. (each, a “**BF Retail Location**”).
4. This warranty does not apply to defects or damage caused to Products by non-genuine Bain Magique® parts, installation error, Product abuse, Product misuse, use of Products for other than their ordinary purpose, damage caused by You or others, accidents, “Acts of God” or other circumstances beyond Manufacturer’s reasonable control, wear from normal conditions or natural ageing, failure to follow Product instructions, failure of

sealants/silicone, improper maintenance, care or cleaning (including use of harsh chemicals, solvents or corrosives, harsh abrasives, or harsh scrubbing), improper or unauthorized repair, modification, installation or alteration, or movement or transfer of the Products from their original installation location (whether performed by You or any third party, including a plumber, contractor, or other service provider). Because improper care and cleaning can cause significant damage to the Products, You must follow the instructions of the Bain Magique® **List of Household Cleaners** to be found at [www.bainmagique.com](http://www.bainmagique.com) (click on “Help”, select “Maintenance” and click on “List of authorized household cleaning products”) as the same may be amended or replaced from time to time (“**Approved Cleaners List**”), and You must use exclusively the cleaners listed on the Approved Cleaners List. Use of cleaners not on the Approved Cleaners List or use of a cleaner on the Approved Cleaners List contrary to manufacturer recommendations or the instructions on the Approved Cleaners List, may void the warranty.

5. This warranty covers only repair or replacement of Product units of an Installation Project with a manufacturing defect and does not cover repair or replacement of other Product units of the same Installation Project that do not have a manufacturing defect, nor does it cover any other components of that Installation Project. Due to the nature of Products color-blending, Manufacturer cannot and does not guarantee color matching of replacement Products to original Products or other Installation Project components.

6. This warranty **does not apply to** services, including any errors, problems or issues relating to the installation of the Products. You are urged to communicate with Your BF Retail Location about any problems with installation.

7. This warranty **does not cover** products other than the Products, including, without limitation, products that are not manufactured by Manufacturer, such as, without limitation, valves and hardware, grab bars, shower and tub doors, shower and bathtub trim-kits, shower rods, shower seats, moldings and trims, shower grids, shower curtains, shower rings, overflow caps, pop-up stoppers, tub drains, slip-resistant coatings and silicone caulking (collectively and individually, “**Non-BF Products**”). Non-BF Products may have the benefit of a third-party manufacturer’s warranty provided by the product manufacturer. To obtain warranty service for defective Non-BF Products, please follow the instructions included in the third-party product manufacturer’s warranty or contact Your BF Retail Location for guidance. Manufacturer expressly disclaims any warranty as to Non-BF Products.

8. Manufacturer does not warrant that the Products and/or their installation comply with local building code requirements.

**TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXCEPT THOSE WARRANTIES THAT MAY NOT BE EXCLUDED BY APPLICABLE LAW. TO THE EXTENT PERMITTED BY LAW, MANUFACTURER HEREBY EXCLUDES SPECIAL, INCIDENTAL AND**

**CONSEQUENTIAL DAMAGES SUCH AS, BUT NOT LIMITED TO, EXPENSES FOR TELEPHONE, TRAVEL, LEGAL SERVICES, DAMAGE TO PERSONAL PROPERTY, LOSS OF TIME, OR INCONVENIENCE, FOR ANY BREACH OF ANY WARRANTY APPLICABLE TO THE PRODUCTS. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATION OR OTHER WARRANTY ON OR ABOUT THE PRODUCTS THAT IS INCONSISTENT WITH THE MANUFACTURER'S WRITTEN WARRANTY EXPRESSED IN THIS DOCUMENT.**

**How Local Law Applies to This Warranty:** Some US states or Canadian provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to You.

This warranty gives You specific legal rights, and You may also have other rights which vary from state to state (or province, as applicable).

**How to Obtain Warranty Service:** If You believe that You have a valid warranty claim, contact the BF Retail Location that installed the Products in Your home, or You may contact Manufacturer directly at:

For US warranty claims: Customer Care, 102 Evergreen Drive, Springfield, TN, 37172, TOLL-FREE 1-888-905-2284, email [cs@bathfitter.com](mailto:cs@bathfitter.com)

For Canada warranty claims: Customer Care, 225 Roy Street, St-Eustache, QC, J7R 5R5, TOLL-FREE 1-888-905-2284, email [cs@bathfitter.com](mailto:cs@bathfitter.com)

Please be sure to provide all pertinent information regarding Your claim, including a complete description of the problem, pictures of the Product defect (if possible), and the installation address. To help us determine if the Product is within the warranty period, please provide adequate evidence of the Product purchase date and name of the original purchaser (if available).