

American Bath Factory Warranty Information

Acceptance is expressly limited to the following terms and conditions and all different and additional terms proposed by Buyer are rejected unless expressly consented to by Seller in writing. Acceptance of AMERICAN BATH FACTORY products constitutes acceptance of Seller's terms and conditions. These terms, conditions and warranties apply to AMERICAN BATH FACTORY products that are purchased after July 14, 2010 and maintained as described in any applicable user guide, installation guide, or care & maintenance instructions.

Warranty

AcraStone™ Bathtubs - AMERICAN BATH FACTORY warrants its AcraStone Bathtubs purchased after July 14, 2010 to the following: *Limited Lifetime Warranty* - AMERICAN BATH FACTORY extends to the original consumer purchaser a limited lifetime warranty that the shell will maintain its structural integrity and configuration and be free of water loss due to a defect in the tub shell for as long as the original consumer purchaser owns their home. If a defect is found in normal residential use, AMERICAN BATH FACTORY will, at its election, repair, replace or make appropriate adjustment. The warranty does not cover damage to the surface caused by the use of chemicals that bond to or break the structural bonds of the product. All factory installed components (feet, blower, pump, metal or wood base, chromatherapy system, etc.) are covered against failure due to defects in materials and workmanship for a period of one year.

Champagne Massage® Blower and Whirlpool Pump - AMERICAN BATH FACTORY warrants its Champagne Massage Blower and Whirlpool Pump purchased after July 14, 2010 to the following: *1 Year Limited Warranty* - The Champagne Massage® blower and whirlpool pump are warranted for one year from date of purchase. Should any defects develop within one year from date of purchase, we will, at our discretion, repair or replace the defective part or assembly. This limited warranty covers only replacement of defective parts, and shall not apply to repair or replacement labor costs, shipping or damages. No other liability or obligation is to be assumed.

Faucets - AMERICAN BATH FACTORY warrants its Faucets purchased after July 14, 2010 to the following: *Limited Lifetime Warranty* - The faucet body, ceramic cartridges and metal finishes (Chrome, Satin Nickel, Polished Nickel and Old World Bronze) of the AMERICAN BATH FACTORY faucet are warranted to the original consumer purchaser to be free from defects in material and workmanship for as long as the original consumer purchaser owns their home. The limited lifetime warranty does not include accessories. Examples of accessories would be: handles, hand showers, cradles, shower heads, hoses, supply lines or drains. If a defect is found in normal residential use, AMERICAN BATH FACTORY will, at its election, repair, replace or make appropriate adjustment. This limited warranty covers only replacement of defective parts, and shall not apply to repair or replacement labor costs, shipping or damages. In no event shall the liability of AMERICAN BATH FACTORY exceed the purchase price of the product.

Shower Systems - AMERICAN BATH FACTORY warrants its Shower Systems purchased after July 14, 2010 to the following: *1 Year Limited Warranty* - Shower Systems are warranted to the original consumer purchaser to retain their structural integrity and configuration for a period of 1 year from the date of purchase. Covered items would include: tiles, pan and thresholds. This limited warranty covers only replacement of defective parts, and shall not apply to repair or replacement labor costs, shipping or damages. In no event shall the liability of AMERICAN BATH FACTORY exceed the purchase price of the product. This limited warranty does not apply to neglect or abuse.

Other Products and Accessories - AMERICAN BATH FACTORY warrants its Other Products and Accessories purchased after July 14, 2010 to the following: *1 Year Limited Warranty* - Cast Iron Bathtubs, Acrylic Bathtubs, Bathtub Feet, Plumber's Upgrade, Vanity Tops, Bowls, Furniture, Fireplace Surrounds, and Pedestals are guaranteed to be free from defects in material, workmanship and finish at the time of shipment. Examples of accessories would be: handles, hand showers, cradles, shower heads, hoses, supply lines or drains. Should any defects develop within one year from the date of purchase, we will, at our discretion, repair or replace the defective part or assembly. This limited warranty covers only replacement of defective parts, and shall not apply to repair or replacement labor costs, shipping or damages. No other liability or obligation is to be assumed.

Warranty Limitations & Exclusions - Improper use or failure to follow installation instructions will immediately void warranty. The AMERICAN BATH FACTORY Limited Warranty DOES NOT COVER the following:

1. Defects or damage arising from shipping, installation, alterations, accidents, abuse, misuse, lack of proper maintenance and cleaning as directed in the owner's manual and use of other than genuine AMERICAN BATH FACTORY replacement parts, in all cases whether caused by a plumbing contractor, service company, the owner or any other person.
2. Deterioration through normal wear and tear.
3. Expense of normal maintenance - periodic replacement of cartridges, washers, seals, etc. is a normal maintenance requirement.
4. Damage due to aggressive air or water conditions, or harsh or abrasive cleaners and/or materials.
5. The cost of repair or replacement of any installation materials, including but not limited to, tiles, marble, etc.
6. Postage or shipping costs for returning products for repairs or replacement under this limited warranty.
7. Labor or other costs incurred in connection with product removal or installation under this limited warranty.
8. Damage caused by failure of any after-market adhesive, caulk or other accessory, or failure of any caulked or filled joint or seam.
9. Damage caused by failure to adhere to manufacturer's directions or instructions when using any after-market product or accessory during installation or normal use.
10. Product moved from its original place of installation.
11. ANY LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED, OR THE EXTENSION BEYOND THE DURATION OF THIS LIMITED WARRANTY OF ANY IMPLIED LIMITED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR AN INTENDED PURPOSE (Some jurisdictions do not allow limitations on how long an implied limited warranty lasts, or the exclusion or limitation of incidental or consequential damages, so these limitations and exclusions may not apply to you).
12. Responsibility for compliance with local code requirement (Since local code requirements vary greatly, distributors, dealers, installation contractors and users of plumbing products should determine whether there are any code restrictions on the installation or use of a specific product).
13. Display and floor models.
14. We may make improvements and/or changes in products. Product and color matches to store samples at point of purchase, websites or catalog images cannot be guaranteed.
15. Acts of God, such as lightning, floods, earthquakes, etc.
16. Postage or shipping costs on repaired or replacement product shipped from American Bath Factory

Usage - This warranty excludes all industrial, commercial and business usage. Warranty coverage applies only to AMERICAN BATH FACTORY products installed in the United States of America,

Canada, and Mexico. The limited warranties contained herein are not transferable or enforceable by any party other than the original purchaser (user). They shall not apply to damage or problems caused by improper handling, installation, or subsequent movement (transportation) of AMERICAN BATH FACTORY product(s) after the delivery. And they shall not apply to damage or problems caused by neglect, misuse, abuse or alteration of product's original design, accident, negligence by any other party, acts of God, or any other cause beyond the control of AMERICAN BATH FACTORY.

Performance - In the event of a defect covered by the limited warranties contained herein, you must notify an AMERICAN BATH FACTORY representative within 30 days after the date of the occurrence of the defect. If a defect is found in normal residential use, AMERICAN BATH FACTORY will, at its election, repair, replace or make appropriate adjustment within a reasonable time in accordance with and subject to the terms and conditions set forth herein. Proof of purchase (original sales receipt) must be provided to AMERICAN BATH FACTORY with all warranty claims. AMERICAN BATH FACTORY shall not be liable for (a) the cost of shipping or otherwise transporting parts, materials necessary to correct any defect and (b) any direct, indirect, incidental or consequential damages, (c) all products are thoroughly inspected for defects prior to shipment and a follow up inspection is required after receiving the product. Thus the AMERICAN BATH FACTORY warranty will not cover the cost associated with the removal and reinstallation of defective products. In no event shall the AMERICAN BATH FACTORY be liable for any cause or reason whatsoever, regardless of whether such liability is founded on breach of contract a tortious act otherwise, in excess of the purchase price of the product. Improper use or installation will immediately void warranty.

Disclaimer - Authorized AMERICAN BATH FACTORY representatives are not agents of AMERICAN BATH FACTORY, and no agent, dealer, representative, salesperson or other person is authorized to change, modify, expand or extend limited warranties contained herein or to bind AMERICAN BATH FACTORY or any of its authorized representatives held liable for injury or damage to any person or property for any claim, regardless of the manner in which the claims arise.

Warranty services and replacement parts may be obtained by contacting AMERICAN BATH FACTORY at our Product Services Department: