

Renovative Bath Warranty

WARRANTY:

Renovative Bath warrants to the original purchaser only that its product is free from defects in material or workmanship. Renovative Bath offers a LifeTime limited warranty on all AcrylX™ fiberglass models; a five (5) year limited warranty on all acrylic models; and a LifeTime limited warranty on all CenturyStone™ models, from the date of purchase. Whirlpool systems and all accessories and hardware carry a one year limited warranty.

If the product shall prove to have material defects, manufacturing defects or other labor defects, during the warranty period, it shall be repaired or replaced at the discretion of the warranty department of Renovative Bath.

LIMIT OF LIABILITY:

Renovative Bath's sole and exclusive liability hereunder shall be to repair or replace goods or parts there of found to be defective within the warranty period. In no event shall Renovative Bath be liable to purchaser for incidental or consequential damages whether in contract, tort, or otherwise, including but not limited to damage related to loss of profits or revenue, loss of use of goods or any associated equipment, cost of substitute goods, downtime costs, or other damages to purchaser or its customers.

WARRANTY CLAIM:

To file a warranty claim you must fill out a Renovative Bath Product warranty claim request and submit it to Renovative Bath for approval. Upon approval a work order will be issued for that warranty claim and the unit will be repaired or replaced with a product of equal value at the manufacturers' option. Should the claim be deemed non-warranty, an applicable service fee will be applied by the service technician.

WARRANTY EXCEPTIONS:

1. This warranty shall not apply to incorrect operating procedures, breakage or damage caused by neglect, improper maintenance, abuse, misuse, or alteration or modification to the unit by the buyer or anyone representing the buyer. It will not cover chemical corrosion, natural corrosion, fire or any act by the force of nature.

2. The buyer of this product is fully responsible for the proper installation of this unit. Renovative Bath will not be held responsible for any damages resulting from improper installation.

3. This warranty does not apply to products or equipment not installed or operated in accordance with the instructions supplied by Renovative Bath and in accordance with all applicable rules, regulations and legislation pertaining to such installation.

4. Renovative Bath is not liable for personal injuries to or the death of any person or for any direct, special, incidental or consequential damages, loss of time, loss of profits, inconvenience, incidental expenses, labor or material charges, or any other costs resulting from the use of the product or equipment or pertaining to the application of the present warranty, or resulting from the removal or replacement of any product or element or part covered by this warranty.

5. All warranty work will be implemented at the discretion of the Renovative Bath Warranty Department upon the summation and evaluation of the circumstance involving the product in question.

6. There are no other expressed warranties. Implied warranties, including those of merchantability and fitness for purpose are limited to the warranty period. Any and all implied warranties are excluded and/or limited to the extent permitted under the laws of the state where the

product is installed.

7. Renovative Bath shall not be responsible for reasonable variations in CenturyStone™ Solid Surface natural colors, as each is a custom production. Also, there may be slight differences in the color of material delivered in relation to the sample shown or provided to the purchaser. The purchaser cannot use such differences to obtain a price discount or to justify the cancellation of the order.

8. Renovative Bath is not liable for any costs, damages, or claims incurred for products purchased that will not fit through openings, or existing structures. Renovative Bath is not liable for any costs, damages or claims resulting from defects that could have been discovered, repaired or avoided by inspection and testing prior to installation.

9. All whirlpools are water tested in the factory to ensure proper installation of all fittings and piping. Before "closing in" a whirlpool installation, water test the unit to ensure fittings and connections have not been violated during transportation or installation. Additionally, an access area must be allowed at the pump end of whirlpools for future access needs.

WARRANTY LIMITATIONS:

The owner/end-user of the product covered by the present warranty is entirely responsible for its proper installation and electrical wiring. Renovative Bath neither installs nor supervises the installation nor contracts therefore and consequently cannot be held responsible for any default, breakage or damages caused hereby or resulting thereof, directly or indirectly. The owner/end-user must provide an access to components of the product as described in the installation guide in order for Renovative Bath to provide for warranty specified herein. If such an access is not available, all expenses to provide one will be the responsibility of the owner end-user.

RETURNED GOODS:

Goods for return must be authorized in advance by Renovative Bath and must be returned within (30) days of authorization, shipping freight prepaid. Returned goods are subject to a 50% re-stocking charge plus cost of return freight. Renovative Bath will assign an RGA number to the unit which must be placed on the outside of the carton to be returned. NO RETURNS WILL BE ACCEPTED WITHOUT THIS NUMBER. Credit for goods returned under an RGA will be issued after all units are inspected at the factory and deemed to be in sellable condition. No credit will be issued on units deemed un-sellable. Product returned with additional damage not noted on the RGA will be repaired and the labor will be deducted from the credit amount. COMMERCIAL PRODUCT, SPECIAL ORDER AND NON-STANDARD COLOR PRODUCTS CANNOT BE RETURNED FOR ANY REASON. NO PRODUCT CAN BE RETURNED AFTER EIGHT WEEKS FROM SHIP DATE.

FREIGHT DAMAGE CLAIM:

Renovative Bath bath products are made and inspected by experienced production personnel. Manufacturer's responsibility for product during shipment ceases upon delivery of these goods and the acceptance of these goods by the customer. If shipping damage is detected upon arrival of the goods, the customer must note the bill of lading to that affect. After acceptance of goods by customer, warranty period begins.

All authorization of returned product will be at the discretion of the Renovative Bath Warranty Department.