

## LIMITED WARRANTY ON PRODUCTS LISTED IN APPENDIX 1

**THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE OR FROM PROVINCE TO PROVINCE.**

**BATH FITTER MANUFACTURING INC. (“WE”, “US”, “OUR”) WARRANTS THAT, DURING THE WARRANTY PERIOD, THE PRODUCTS COVERED BY THIS LIMITED WARRANTY WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP.**

**WE LIMIT THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE DURATION OF THIS LIMITED WARRANTY.**

**SOME STATES OR PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

**OUR RESPONSIBILITY FOR DEFECTIVE PRODUCTS COVERED BY THIS WARRANTY IS LIMITED TO REPAIR OR REPLACEMENT AS DESCRIBED BELOW IN THIS WARRANTY STATEMENT.**

**THIS LIMITED WARRANTY APPLIES ONLY TO PRODUCTS SOLD BY US TO, AND INSTALLED BY, A BF RETAIL LOCATION (AS HEREINAFTER DEFINED) IN THE UNITED STATES OR CANADA.**

### **WHO MAY USE THIS WARRANTY?**

Only during the Warranty Period as defined below, we extend this limited warranty exclusively to the original purchaser (“**you**”) of the Products warranted under this limited warranty.

### **WHAT DOES THIS WARRANTY COVER?**

This limited warranty covers defects in materials and workmanship of the products listed in **Appendix 1**, sold by us to, and installed in your home by, a BF Retail Location (the "**Product(s)**") for the Warranty Period as defined below.

### **WHAT DOES THIS WARRANTY NOT COVER?**

This limited warranty **does not cover** any damage, malfunction, defect or other failure due to: (a) faulty installation; (b) improper care or cleaning (including use of harsh chemicals, solvents or corrosives, harsh abrasives, or harsh scrubbing); (c) improper use; (d) failure to follow the Product instructions or to perform reasonable maintenance; (e) failure of sealants/silicone; (f) improper or unauthorized repair, modification or alteration; (g) normal wear and tear; or (h) external causes such as your or others negligence or fault, accidents, abuse, or other actions or events beyond our reasonable control.

This limited warranty **does not apply to** commercial installations but only to Products installed in premises owned or co-owned by the purchaser of the Products and where such purchaser does live on a regular basis.

This limited warranty **only applies to** Products purchased after June 5, 2023.

This limited warranty **only applies to** Products purchased through, and installed by, a Bain Magique<sup>MD</sup> corporate branch owned and operated by our affiliates or an authorized Bain Magique<sup>MD</sup> franchisee of our affiliate, Bath Fitter Franchising inc. (each, a "**BF Retail Location**"). This limited warranty **does not**

**apply to** services, including any errors, issues or problems relating to the installation of the Products. You are urged to communicate with your BF Retail Location about any problems with installation.

Due to the nature of Products color-blending, **we cannot and do not** guarantee color matching of replacement Products to original Products or other Installation Project (as hereinafter defined) components.

We **do not warrant** that the Products and/or their installation comply with local building code requirements.

### **WHAT IS THE PERIOD OF COVERAGE?**

This limited warranty starts on the date the Products are installed in your home ("**Installation Project**") and lasts for the time period stipulated in Appendix 1 applicable to the Products installed (the "**Warranty Period**"). The Warranty Period is not extended if we repair or replace a Product. We may change the availability of this limited warranty at our discretion, but any changes will not be retroactive.

### **WHAT ARE YOUR REMEDIES UNDER THIS WARRANTY?**

With respect to any defective Product during the Warranty Period, we will, in our sole discretion, either repair or replace such Product (or the defective part) free of charge. For clarity, we will not install any replacement Product in your home, nor will we assume, or be responsible for, the cost of such installation.

### **HOW DO YOU OBTAIN WARRANTY SERVICE?**

If you believe that you have a warranty claim, contact the BF Retail Location that installed the Products in your home, or you may contact us directly at:

For US warranty claims: Customer Care, 102 Evergreen Drive, Springfield, TN, 37172, TOLL-FREE 1-877-853-1362, email [cs@bathfitter.com](mailto:cs@bathfitter.com)

For Canada warranty claims: Customer Care, 225 Roy Street, St-Eustache, QC, J7R 5R5, TOLL-FREE 1-877-853-1362, 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).

### **LIMITATION OF LIABILITY**

**THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.**

**SOME STATES OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**

## APPENDIX 1

### LIST OF PRODUCTS COVERED BY THE LIMITED WARRANTY AND APPLICABLE WARRANTY PERIODS

#### PRODUCTS

##### Accessories

Grab Bars  
Shower Curtains  
Shower Curtains Rings  
Shower Curtain Rods (Curved, Straight, Tension rods)  
Moldings & Trims  
Fold Down Seats

##### Plumbing Accessories

Tub & Shower Drains  
Pop-up Stopper & Overflow Kits  
Waste Shoe & Overflow Pipe Kits  
Other Accessories

##### Tub and Shower Doors

ELEGANCE Sliding Tub & Shower Doors  
ELEGANCE Pivot Shower Doors  
Neo-Angle Shower Doors  
Curved Shower Doors  
PRESTIGE Sliding Tub & Shower Doors (including returned panels)

#### WARRANTY

Finished color: 5-year warranty  
1 year warranty against manufacturing defects  
1 year warranty against manufacturing defects  
1 year warranty against manufacturing defects  
1 year warranty against manufacturing defects  
12 years warranty against manufacturing defects  
1 year warranty against manufacturing defects

Finished color: 5-year warranty  
1 year warranty against manufacturing defects  
1 year warranty against manufacturing defects  
1 year warranty against manufacturing defects  
1 year warranty against manufacturing defects

Finished color: 5-year warranty  
10 years warranty against manufacturing defects  
10 years warranty against manufacturing defects  
10 years warranty against manufacturing defects  
10 years warranty against manufacturing defects  
10 years warranty against manufacturing defects