

## LIMITED WARRANTY OF HOMEWARD BATH LLC

### 1. WHAT THIS WARRANTY COVERS

The Company warrants subject to the conditions and restrictions stated below, that all the products manufactured or distributed by the Company (see below for exceptions), are free from defects in materials and workmanship.

This warranty is non-transferable; it is extended to first time purchasers and to the products at original place of installation only.

This warranty is valid only when products covered by this warranty are installed by a professional tradesman and finished, maintained and normally used for personal purposes according to the Company's written instructions.

This warranty does not cover the following:

- 1) Defects or damage caused by fire, flood, accidents, earthquake, storm, tornado, any other acts of God or any other cause beyond the control of the Company;
- 2) Deterioration through normal wear and tear as well as expense of normal maintenance;
- 3) Defects or damage arising from shipping, handling, installation, alterations, accidents, abuse, misuse (e.g. use of scented candles in the proximity of the product), mishandling, negligence (e.g. usage of the product under the influence of alcohol or any other narcotic or intoxication substance, or unsupervised usage by children under the age of 18), lack of proper maintenance (e.g. use of cleaning products containing calcium hypo chlorite (chlorine), scouring powders or pads, etc.), and use of other than genuine replacement parts, in all cases whether caused by a plumbing contractor, service company, the customer, the user or any other person except for the Company. The warranty for tub door is valid only if the alignment of the door is not changed by applying pressure of user's weight. The door is designed to hold its own weight and not designed to hold user's weight;
- 4) Commercial installations;
- 5) Products previously used as display models or products that have been modified or repaired by anyone else but the Company;
- 6) Defects or damage caused by chemical corrosion, poor or substandard water supply i.e. well water without proper or additional filtration, hard water without proper or additional filtration, etc.;
- 7) All costs of removal, transportation, labor, installation or re-installation, finishing of either original or replacement product or any replacement part, or the expense of adjoining components such as tile, marble, wall panels, ceilings etc., or other costs including postage and/or shipping costs to obtain warranty service or any incidental costs related thereto. All these costs shall be paid by the customer and not by the Company; and
- 8) Defects or damage caused by product usage by a person who is under the care of a physician or is in generally poor health (e.g. but not limited to due to such conditions as high blood pressure, heart disease, diabetes, circulatory problems, pregnancy, etc.) All persons with health issues are strongly encouraged to consult their physician before usage of sauna or similar products of the Company;

The Company is not insurer. An appropriate insurance, if any shall be obtained by the customer.

Responsibility for compliance with local code requirements are excluded from this warranty. Since local code requirements vary greatly distributors, dealers, installation contractors and users of the Company's products should determine whether there are any code restrictions on the installation or use of a specific product.

The company shall not be liable for special, consequential, punitive, or incidental damages, all of which are hereby expressly disclaimed. To the maximum extent permitted by applicable law the liability of the Company with respect to a particular sold product shall be limited to the amount received by the Company for the sale of this particular product as liquidated damages. To the maximum extent permitted by applicable law any implied warranties, including those of merchantability or fitness for a particular purpose are hereby excluded. Some jurisdictions do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so these limitations and exclusions may not apply to you.

## **2. PERIOD OF COVERAGE**

This warranty is valid within the following periods from date of original purchase:

Door seals of walk-in tubs and manifolds for showers - limited lifetime warranty;  
Structural components for tubs and showers, e.g. frames, tops, bases and electrical connections (excluding glass and mirrors) – ten (10) years;  
Water pumps 5 years  
Air pumps 5 years  
Shower panels - one (1) year;  
Spare parts purchased separately - one (1) year;  
All other products and their parts - three (3) years.

The warranty is activated upon delivery to the Company of the duly completed Warranty Activation Form.

No warranty, expressed or implied, including any warranty of merchantability or fitness for a particular purpose (if these warranties as noted above cannot be completely excluded in some jurisdictions), shall apply after the warranty periods described above.

No repair or replacement of a product shall extend the warranty period.

## **3. WHAT WILL BE DONE TO CORRECT PROBLEM**

In the event of a defect in the material or workmanship of a product, defective products will be at the Company's choice repaired or replaced, which is the exclusive remedy under this warranty.

## **4. HOW THE CUSTOMER CAN GET WARRANTY SERVICE**

To obtain warranty service the customer should contact Customer Service Department of the Company via certified mail: 22900 Miles Road, Bedford Heights, Ohio, 44128, U.S.A.; or call 001-866-783-2661.

No warranty claim shall be considered unless it is properly requested with proof of purchase within one month after the customer becomes aware of defect or damage and is received by the Company prior to the expiration of the warranty period. Original owner of the product must still reside at the property where the product was originally installed.

Notwithstanding the above, the customer should examine the product within three (3) days after its delivery for any evident defects. If such initial defects are found, the customer should advise the Company thereon within six (6) days after the product delivery. Failure to notify the Company on such defects within the stipulated period of time will constitute irrevocable acceptance of the product by the customer and void any warranty claims for such initial defects.

If there is any sign or suspicion of damage to packaging or crating the customer may refuse to accept product at its delivery. Broken glass is not covered under warranty. All the connections and fittings of the product should be checked before and after the final installation of the product.

The Company may require customer to secure delivery of a defective product to the Company for testing or repair or provide the Company with a photo or video record evidencing the product defect. The Company also reserves the right to have any of its products, alleged to be defective, field inspected by the Company's representative. If tested and found to have defect, a new or repaired part will be shipped to the customer.

## **5. RETURN POLICY**

Products may be returned or exchanged due to reasons other than defects. Requests for such returns and/or exchanges must be made within fourteen (14) days of receipt of product. The product must be returned in its original packaging with original documentation and received by the Company in saleable condition. All such returns will be subject to a twenty percent (20%) cancellation/restocking fee plus all freight costs of the original shipment and return shipment to the Company and any other incidental expenses such as bank charges, credits card fees, etc. All requests for return must first be approved in writing by the Company.

Display and demo products as well as scratched products and products with dents accepted by the customer are considered "as is" and are non-returnable, non-refundable, and non-exchangeable. Special orders and closeout orders of products are non-cancellable, non-returnable, non-refundable, and non-exchangeable.

## **6. APPLICABLE LAW**

To the maximum extent permitted by applicable law, this warranty shall be construed in accordance with and governed by the laws of the State of Ohio, U.S.A. This warranty gives the customer specific legal rights, and the customer may also have other rights which vary from state/province to state/province.

This warranty shall not be extended, altered or varied except by a written instrument duly signed on behalf of the Company.

## **7. DISCLAIMERS**

By accessing and browsing the Site, you accept, without limitation or qualification, the following Terms and Conditions and acknowledge that any other agreements between you and Homeward Bath LLC (hereinafter the "Company") are superseded by these Terms and Conditions:

1. The Company does not warrant that product descriptions or other content of this site is accurate, complete, reliable, current, or error-free. If a product you purchase from the Company is not as described, your sole remedy is to return it in unused condition.
2. You browse the Site at your own risk. Neither the Company nor any other entity involved in creating, producing, or delivering this site is liable for any direct, indirect, incidental, consequential, indirect, or punitive damages of any nature arising out of your access to, or use of or failure to use this site (even if the Company or any of its authorized representatives or any other entity related to the Company has been advised or should have known of the possibility of such damages). The Company is not responsible for the contents of any sites linked to this site and off-site pages.
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## **8. TERMS & CONDITIONS OF SALE**

The Company shall bear no responsibility whatsoever for any act or failures to act by any entities installing and/or delivering the Company's products to its customers.

## **9. COPYRIGHT**

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