

USA BATH® - LIMITED/LIFETIME PRODUCT AND WORKMANSHIP WARRANTY

USA Bath® warrants its acrylic wall surrounds, shower floors/bases, replacement bathtubs, tub liners, shower liners and acrylic accessories (collectively referred to as “Product”) against defects in materials or workmanship for as long as the residential Customer (buyer) owns the home where the Product was installed. For commercial (including rental unit)/non-residential Customers, the term of the warranty is three (3) years. USA Bath® warrants that the surface of the Product will not materially fade, yellow, crack, bubble, or peel under normal use and when cared for under the guidelines set forth by USA Bath®. This warranty also applies to all seals installed by USA Bath®, provided the seals are inspected and maintained by USA Bath® every five (5) years from the date of installation. It is the customer’s responsibility to contact USA Bath® to schedule this maintenance, which will be charged for 2 hours at the then current hourly billing rate (any materials required for maintenance of seals will be provided at no cost). Warranty of seals will be voided if any other party alters the seals or applies new sealant.

This warranty expressly prohibits the use of unapproved cleaners, and expressly excludes damage resulting from the use of same. In addition, this warranty is void if damage is caused by contact with any of the following: dyes, paints, inks, certain cosmetics, or cleaning agents, abrasive pads, pigments, certain foods, paint remover, fingernail polish remover, solvents or other chemicals, cigarettes or other sources of extreme heat, or abuse of any kind whether intentional or unintentional.

Non-acrylic products such as, but not limited to: shower heads/hoses, valve plates/handles, shower doors, grab bars, seats, vanities, countertops, sinks, faucets, flooring, lighting, mirrors, toilets, etc.. are covered by their respective manufacturer’s warranty. USA Bath® will provide labor free of charge to address valid warranty repairs of these items.

The warranty on tile products is one (1) year for both materials and workmanship.

In the event of a product failure under these terms, USA Bath® reserves the right to partially repair, completely replace, or provide a full or partial refund, whichever USA Bath® deems appropriate in its sole discretion.

Service calls for issues not covered by warranty will be charged at the then current hourly billing rate plus a distance-based trip charge. Non payment for non-warranty service calls at the time of service will void all future warranty coverage from USA Bath®.

This warranty is transferable to a buyer of the original Customer’s residence, provided the buyer completes the acquisition of the residence within two (2) years after the completion of installation, notifies USA Bath® of the purchase in writing within 60 days of acquisition, and provided the warranty has not been voided under any term noted herein.

Upon learning of any warranty claim, USA Bath® will take steps to assess the claim, determine a course of action and effectuate repair or other remedy under the terms of this warranty for covered repairs. Any repair work is subject to then current lead times and then current product availability (some items may be discontinued in the future). This warranty is in lieu of all warranties, expressed or implied, and is in fact the only warranty offered by USA Bath®. Under no circumstances will USA Bath® be liable for incidental, indirect, special, punitive, exemplary or consequential damages (including but not limited to damage to personal property, legal services, loss of time or travel) under this warranty. This warranty expressly excludes loss of value, loss of use, stigma and diminution in value related to any covered failure claimed under this warranty. In no way shall the total liability of USA Bath® exceed the total amount paid by the customer for the remodel. The residential buyer specifically waives the warranty for fitness for a particular purpose. This warranty gives you certain legal rights. Some States or Provinces do not allow limitations or implied warranties or consequential damages, so these limitations may not apply to you. However, this warranty does apply all such limitations to the fullest extent allowed by law in each applicable State or Province in which the warranty applies. Any warranty obligations of USA Bath® are not activated unless and until all work is paid for in full.