

Bath Envy Products

LIMITED LIFETIME MANUFACTURER'S PRODUCT AND WORKMANSHIP WARRANTY

Bath Envy Products, LLC, an Indiana Corporation, ("BEP") manufacturer of the acrylic wall surrounds, shower floors/bases, replacement bathtubs, tub liners, shower liners, and acrylic accessories (collectively referred to as "Product") warrants its Product will be free of material defects for as long as the residential Customer ("Customer") owns the home where the BEP Products was installed. For commercial/non-residential Customers, the term of the warranty is five (5) years. THIS WARRANTY EXCLUDES ANY WARRANTY FOR CLAIMS RELATING TO **INSTALLATION/LABOR** OF BEP PRODUCTS. THIS WARRANTY IS FOR PRODUCT DEFECTS ONLY. BEP DOES NOT WARRANT ANY NON-BEP-MANUFACTURED PRODUCTS SUCH AS FAUCETS, SHOWERHEADS, DOORS, GRAB RAILS, AND/OR STOPPERS.

BEP 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 BEP. 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. Additional exclusions include escutcheon plates, valve handles, handheld showerhead hoses, and other materials not manufactured by BEP (in which case the normal manufacturer's warranty of each product applies).

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

Customers may make a warranty claim in writing with the BEP Dealer with which Customer originally contracted with. Upon learning of any warranty claim, BEP 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 Products. Any warranty work is subject to then current lead times and then current product availability. Should the BEP Dealer from which the customer originally contracted for service is no longer in business or should the Customer not be able to satisfactorily resolve a warranty issue with the BEP Dealer, the Customer should make a warranty claim in writing with BEP. The invalidity of any provision of this warranty shall not "invalidate the remaining provisions of this warranty."

ANY CLAIM FILED BY THE CUSTOMER TO ENFORCE THE TERMS AND CONDITIONS OF THIS WARRANTY SHALL BE FILED IN THE STATE OR FEDERAL COURTS LOCATED IN VANDERBURGH COUNTY, INDIANA, TO THE EXCLUSION OF ALL OTHER JURISDICTIONS.

THIS WARRANTY IS IN LIEU OF ALL WARRANTIES, EXPRESSED OR IMPLIED, AND IS IN FACT THE ONLY WARRANTY OFFERED BY BEP. UNDER NO CIRCUMSTANCES WILL BEP BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGE TO PERSONAL PROPERTY, LEGAL SERVICES, AND 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 BEP EXCEED THE TOTAL AMOUNT PAID BY THE CUSTOMER FOR SERVICES PROVIDED

