EXPRESS LIMITED WARRANTY

1. EXPRESS LIMITED WARRANTY. Bootz warrants that any goods supplied by it shall be free from defects in material and workmanship for one (1) year from the date of delivery. This EXPRESS LIMITED WARRANTY does NOT apply where there has been a failure of the goods due to improper use; breakage not due to defect; failure on account of faulty or improper installation or handling; or failure on account of installation in a building of faulty design or construction. As an example, this EXPRESS LIMITED WARRANTY will NOT apply if the Polystyrene support pad is removed from the bottom of the tub. Said EXPRESS LIMITED WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This exclusion applies to original and replacement goods. Sales representatives of Bootz are not authorized to make warranties about the goods. Bootz' sales representatives' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES, shall not be relied upon by Buyer, and are not part of the contract for sale.

   If Buyer believes it has purchased defective goods as described above, Buyer must notify Bootz immediately in writing why Buyer believes the goods are defective. Bootz may then request the Buyer to return the allegedly defective goods (or a sample) to Bootz; have Bootz' representative inspect the goods at the job site, as installed, or at Bootz' address; and/or rely upon the information Buyer has provided to determine whether the goods are defective as described above. If any goods are proven to be defective as described above, then Bootz will, at Bootz' sole discretion, either repair or replace the defective goods or issue to Buyer a credit equal to the price of the defective goods charged by Bootz to Buyer. Said repair or replacement of defective goods or issuance of credit shall constitute fulfillment of all liabilities of Bootz to Buyer with respect to, or arising out of, the goods, whether based on contract, negligence, strict tort or otherwise. Bootz reserves the right to change design, color, models and to discontinue the manufacture of any goods. THE PROVISIONS OF THIS PARAGRAPH 1 ARE SUBJECT, WHERE APPLICABLE, TO THE PROVISIONS OF PARAGRAPH 2.

2. DISCOUNT IN LIEU OF DEFECTIVE/DAMAGED GOODS. Notwithstanding anything contained herein to the contrary, if Bootz has given Buyer a discount in lieu of defective/damaged goods (which, a given, will be indicated on the front side hereof), then in consideration for said discount, Buyer shall be responsible to handle, and absorb all costs associated with, all normal and incidental problems relating to the goods sold hereunder, including, but not limited to, defective or damaged goods, and as such Bootz shall have no responsibility or liability for the same.

3. LIMITATION OF LIABILITY. Bootz shall not under any circumstances be liable for incidental damages or for special or consequential damages. The remedies of Buyer set forth herein are exclusive, and the liability of Bootz with respect to any contract or anything done in connection therewith such as the performance or breach thereof, or from the manufacture, sales, delivery, resale, installation or use of any goods covered by or furnished under this agreement, whether arising out of contract, negligence, strict tort, or under any warranty or otherwise, shall not, except as expressly provided herein, exceed the price of the goods upon which such liability is based. This limitation of liability applies to original and replacement goods.