

LIMITED WARRANTY

Shower Pans, Shower Niches, Shower Benches, and Shower Drain Grates

This limited warranty applies to shower pans, shower niches, shower benches and shower drain grates (singularly the "Product" and collectively the "Products"), and does not apply to shower doors, shower glass or any wall or floor covering products. The manufacturer warrants to the original user that any Products covered by this warranty shall be free from defects in material and workmanship for three (3) years from the date of the original sale of such Products, subject to the conditions specified herein.

This limited warranty applies only: (1) to materials and workmanship supplied by the manufacturer, (2) to the original end user of the Product, and (3) so long as the Product remains in its original place of installation. This limited warranty does not cover glass products and excludes all wear items. This limited warranty does not cover defects caused by improper installation of the Products; use of improper cleaning products or materials; or caused by accidents, owner or installer negligence, alterations, abuse, neglect or misuse. This limited warranty is limited to the repair or replacement of the defective Product originally sold by the manufacturer, or, at the manufacturer's sole discretion, the repayment to the original end user of the original purchase price for the Product paid to the manufacturer. The manufacturer is not responsible for the cost, including labor, of removal or reinstallation of a Product requiring warranty service or the cost thereof. Shipping costs to replace Products or parts thereof covered by this warranty are the responsibility of the original end user. This warranty is extended to residential applications only. The warranty for commercial installations and labor, if labor is provided by the manufacturer, is limited to one year. This limited warranty is expressly disclaimed as to Products that are not installed in conformance with the manufacturer's handling and installation specifications in effect at the time of handling and/or installation by a qualified, licensed professional, or Products that have been altered or modified, including Products from which tile or any other covering material has been removed. This warranty does not cover damage resulting from repetitive or dynamic substrate movement.

In order to make a warranty claim, the original end user must notify Tile Redi's Customer Service Representative at **1-888-757-4002** of the date the Product was originally sold by the manufacturer, the registration code, and the nature of the defect in material and/or workmanship. Based on such notification, the manufacturer reserves the right to request additional information from the original end user to verify the warranty claim.

Tile Redi will, at its option, repair or replace the defective Product with the same or, if not available, a comparable product. The manufacturer's warranty obligation shall be discharged upon tender of parts, replacement or refund to the original end user of the product. The end user's refusal to accept the tender terminates all warranty obligations and voids any warranty.

This limited warranty shall be the exclusive remedy against the manufacturer relating to the Products. THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF THE MANUFACTURER. The manufacturer neither assumes nor authorizes any other person to expand this limited warranty or to assume for the manufacturer any other liability in connection with the Products. IN NO EVENT SHALL THE MANUFACTURER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO OTHER PROPERTY.

Laws and regulations governing the handling, installation, design and use of bath enclosures in building applications vary widely. The manufacturer does not have any control over the selection of product configuration, handling, actual installation, operating hardware or glazing material, and the manufacturer assumes no responsibility therefor. The manufacturer's dealers agree to furnish a copy of this limited warranty to all customers who purchase the Product from a dealer. The obligation of the manufacturer to provide coverage under this limited warranty is expressly subject to the condition that the original end user activates the warranty within 30 days of purchase by calling **1-800-648-9212**.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion of incidental damages may not apply to you. This warranty gives you specific legal rights, and you may have other rights which vary from state to state.