

LIMITED COMMERCIAL WARRANTY ON BATH FITTER®-MANUFACTURED ACRYLIC PRODUCTS

FOR ACRYLIC BATHTUBS, SHOWERS, BATHTUB LINERS, SHOWER LINERS, SHOWER BASES, SHOWER FLOORS, WALLS, CEILINGS AND SOME BATHROOM ACCESSORIES MANUFACTURED BY BATH FITTER MANUFACTURING INC. (the “**Manufacturer**” or “**We/Us/Our**”) OR FOR US BY OUR AFFILIATES AND INSTALLED ON COMMERCIAL PREMISES (collectively, the “**Product(s)**”).

The Warranty and Its Duration: We warrant the Products to be free of manufacturing defects in material and workmanship under normal conditions of commercial usage for five (5) years from the date the Products are installed by Your BF Retail Branch on Your Commercial Premises (“**Warranty Period**”). This warranty applies only to Products installed in the United States, Canada, the UK and the Republic of Ireland. The Warranty Period is not extended if a Product is replaced or repaired under this warranty. We may change the availability and/or the terms of this limited warranty at Our discretion, but any changes will not be retroactive.

Who is Entitled to This Warranty: This warranty extends exclusively to the owner (as of the date the contract for the applicable Installation Project is signed with a BF Retail Branch) (“**You/Your**”) of the property where the Products are installed by a BF Retail Branch. THIS WARRANTY IS NON-TRANSFERABLE. For clarity, if You are a legal entity, a change of Control is deemed a transfer. Accordingly, in the event of such a change of Control, this warranty is no longer available. “**Control**” means the ability to exercise a majority of the voting rights in a legal entity.

What is Covered by the Warranty: This warranty applies only to manufacturing defects in material or workmanship affecting the Products. This warranty does not apply to other products or services.

What We Will Do Under This Warranty: If a manufacturing defect in material or workmanship arises and a valid claim is received from You during the Warranty Period, We will, at our option, either repair or replace the defective Product free of charge. The decision whether to repair or replace is made by Us at Our sole discretion. If We choose to repair a defective Product and it cannot be adequately repaired after a reasonable number of attempts, You may choose a replacement of the Product or component part at no charge, or a refund. In the event We determine at Our discretion that the defective Product cannot be replaced with the same Product, for example and without limitation, because such Product is no longer available, We may replace the Product with a Product deemed similar at Our entire discretion. For clarity, We will not remove the allegedly defective Product from Your Commercial Premises, We will not install any replacement Product on Your Commercial Premises, nor will We assume, or be responsible for, the cost of such removal or installation. You should contact Your BF Retail Branch for information about the terms applicable to such removal of an allegedly defective Product or installation of any replacement Product.

EXCLUSIONS AND LIMITATIONS

1. This warranty **applies only** to Products installed on premises owned by You where You do not live on a regular basis as of the date the contract for the applicable Installation Project is signed with a BF Retail Branch (“**Commercial Premises**”). Commercial Premises may include, without limitation, apartment or rental units, non-residential facilities, hotels, student housing, commercial businesses and/or other public accommodations. They exclude premises owned or co-owned by an individual where that individual lives on a regular basis, like such individual’s personal residence or cottage.
2. This warranty only applies to Products purchased after June 16, 2025.
3. This warranty only applies to Products purchased through, and installed on Commercial Premises by (“**Installation Project**”), a Bath Fitter® corporate branch owned and operated by an affiliate of Ours or an authorized Bath Fitter® franchisee of Our affiliate, Bath Fitter Franchising inc. (each, a “**BF Retail Branch**”).

4. This warranty does not apply to, or cover, any damage, malfunction, defect or other failure caused to Products by, or otherwise arising from, shipping, non-genuine Bath Fitter® parts, installation, alterations, Product abuse, Product misuse, use of Products other than for their ordinary purpose, external causes such as Your or others negligence or fault, accidents, abuse, “Acts of God” or other actions or events or circumstances beyond Our reasonable control, wear from normal conditions or natural ageing, failure to follow Product instructions, failure of sealants/silicone, improper maintenance, care or cleaning (including use of harsh chemicals, solvents or corrosives, harsh abrasives, or harsh scrubbing), improper or unauthorized repair, modification, installation or alteration, or movement or transfer of the Products from their original installation location (whether performed by You or any person or entity other than a BF Retail Branch). Because improper care and cleaning can cause significant damage to some Products, You must follow the instructions of the Bath Fitter® **List of Authorized Household Cleaning Products** or the Bath Fitter® **List of Authorized Commercial Cleaning Products** available at: (i) <https://commercial.bathfitter.com/resources/warranty/> for the US and Canada (click on “List of authorized household cleaning products” or click on “List of authorized commercial cleaning products”) or (ii) <https://commercial.bathfitter.ie> for the Republic of Ireland (click on “List of authorized household cleaning products” or click on “List of authorized commercial cleaning products”) or (iii) <https://commercial.bathfitter.uk> for the UK (click on “List of authorized household cleaning products” or click on “List of authorized commercial cleaning products”) as the same may be amended or replaced by Us from time to time (“**Approved Cleaners Lists**”), and You must use exclusively the cleaners listed on the Approved Cleaners Lists. Use of cleaners not on the Approved Cleaners Lists or use of a cleaner on the Approved Cleaners Lists contrary to manufacturer recommendations or the instructions on the applicable Approved Cleaners List, will void the warranty.

5. This warranty covers only repair or replacement of Product units of an Installation Project with manufacturing defects in material or workmanship and does not cover repair or replacement of other Product units of the same Installation Project that do not have manufacturing defects in material or workmanship, nor does it cover any other components of that Installation Project. Due to the nature of Products color-blending, We cannot and do not guarantee color matching of replacement Products to original Products or other Installation Project components.

6. This warranty **does not apply to** services, including any errors, problems or issues relating to the installation of the Products. You are urged to communicate with Your BF Retail Branch for any problems with installation.

7. This warranty **does not cover** products other than the Products. We and our affiliates expressly disclaim any warranty of any kind or nature whatsoever as to such other products except where and to the extent We otherwise provide express written warranty thereon. FOR MORE CLARITY AND WITHOUT LIMITATION, THERE SHALL BE NO WARRANTY OF ANY KIND OR NATURE WHATSOEVER ON, OR RELATED TO, ANY SLIP RESISTANT COATING APPLIED BY OR FOR US, ANY BF RETAIL BRANCH OR ANY THIRD PARTY.

8. We do not warrant that the Products and/or their installation comply with local building code requirements and expressly disclaims any responsibility in connection thereto.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES (INCLUDING ANY IMPLIED WARRANTIES), EXCEPT THOSE WARRANTIES THAT MAY NOT BE EXCLUDED BY APPLICABLE LAW (“MANDATORY LEGAL WARRANTIES”). SHOULD A MANDATORY LEGAL WARRANTY APPLY, THEN IT SHALL NEVER BE IN ADDITION TO THIS WARRANTY AND YOU SHALL ONLY BE ENTITLED TO THE BENEFIT OF THE APPLICABLE MANDATORY LEGAL WARRANTY. THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT. TO THE EXTENT PERMITTED BY LAW, WE HEREBY EXPRESSLY EXCLUDE AND DISCLAIM ANY LIABILITY UNDER ANY CIRCUMSTANCES FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE

DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT SUCH AS, BUT NOT LIMITED TO, EXPENSES FOR TELEPHONE, TRAVEL, LEGAL SERVICES, DAMAGE TO PROPERTY (REAL OR PERSONAL), LOSS OF TIME, OR INCONVENIENCE, FOR ANY BREACH OF ANY WARRANTY APPLICABLE TO THE PRODUCTS. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATION OR OTHER WARRANTY ON OR ABOUT THE PRODUCTS THAT IS INCONSISTENT WITH OUR WRITTEN WARRANTY EXPRESSED IN THIS DOCUMENT. NO OTHER, ADDITIONAL OR DIFFERENT WARRANTY IS PROVIDED ON THE PRODUCTS BY ANY OF OUR AFFILIATES AND ANY SUCH WARRANTY IS HEREBY EXPRESSLY DISCLAIMED.

How Local Law Applies to This Warranty: Some jurisdictions may not allow the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to You.

This warranty gives You specific legal rights, and You may also have other rights which vary depending on Your jurisdiction.

How to Obtain Warranty Service: If You believe that You have a valid warranty claim, contact the BF Retail Branch that installed the Products, or, if Your Installation Project is located in the US or Canada, You may contact Us directly at:

For US warranty claims: Customer Care, 102 Evergreen Drive, Springfield, TN, 37172, TOLL-FREE 1-888-905-2284, email cs@bathfitter.com

For Canada warranty claims: Customer Care, 225 Roy Street, St-Eustache, QC, J7R 5R5, TOLL-FREE 1-888-905-2284, email cs@bathfitter.com

Please be sure to provide all pertinent information regarding Your claim, including a complete description of the problem, pictures of the Product defect (if possible), proof that You still own the property where the allegedly defective Product was installed and the installation address. To help us determine if the Product is within the Warranty Period, please provide adequate evidence of the Product purchase and installation dates and provide any additional information we may reasonably request.