



BCI ACRYLIC, INC. WARRANTY

LIMITED LIFETIME MANUFACTURER'S PRODUCT AND WORKMANSHIP WARRANTY

BCI ACRYLIC, INC. an Illinois corporation d/b/a Bath Planet d/b/a Luxury Bath d/b/a Bath Makeover d/b/a Prime Baths ("BCI") manufacturer of the acrylic wall surrounds, shower floors/bases, replacement bathtubs, bath liners, shower liners and acrylic accessories (collectively referred to as "Product") warrants to any residential purchaser of the BCI Product ("Customer") that its Product will be free of material defects for as long as the residential Customer owns the real property ("Property") where the BCI Product was installed. Customer may transfer this Warranty to a subsequent buyer of Customer's residence. ("Warranty Transfer") A Warranty Transfer will only be effective if made within 2 years of the Product Installation and/or the Customer has not engaged in conduct that would void the Warranty. **THIS WARRANTY EXCLUDES ANY WARRANTY FOR CLAIMS RELATING TO INSTALLATION/LABOR OF BCI PRODUCTS. THIS WARRANTY IS FOR PRODUCT DEFECTS ONLY. BCI DOES NOT WARRANT ANY NON-BCI MANUFACTURED PRODUCTS SUCH AS FAUCETS, SHOWER HEADS, DOORS, GRAB RAILS, AND/OR STOPPERS.**

BCI 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 BCI. 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, hand-held shower head hoses and other materials not manufactured by BCI (in which case the normal manufacturer's warranty of each product applies).

In the event of a failure of the Product, as a result of a material effect to the Product that is not caused by the Customer, BCI reserves the right to partially repair, completely replace, or provide a full or partial refund, whichever BCI deems appropriate in its sole discretion.

Customers may make a warranty claim in writing with the BCI Dealer with which Customer originally contracted with. Upon notice to BCI of any warranty claim, BCI 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 BCI 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 BCI Dealer, the Customer should make a warranty claim in writing with BCI at:

BCI ACRYLIC, INC.
C/O CUSTOMER SUCCESS DEPARTMENT
1800 INDUSTRIAL DRIVE, LIBERTYVILLE, ILLINOIS 60048
800.963.8827

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 COOK COUNTY, ILLINOIS 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 BCI. UNDER NO CIRCUMSTANCES WILL BCI BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, DAMAGE TO PERSONAL PROPERTY, LOST PROFITS, LEGAL SERVICES AND LEGAL FEES, AND/OR 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 BCI EXCEED THE TOTAL AMOUNT PAID BY THE CUSTOMER FOR SERVICES PROVIDED AND/OR THE GOODS PURCHASED. THE CUSTOMER SPECIFICALLY WAIVES ALL IMPLIED WARRANTIES AND THE WARRANTY FOR FITNESS FOR A PARTICULAR PURPOSE AND/OR THE IMPLIED WARRANTY OF HABITABILITY. THIS WARRANTY GIVES THE CUSTOMER CERTAIN LEGAL RIGHTS. SOME STATES DO NOT ALLOW LIMITATIONS OF THE IMPLIED WARRANTIES OR CONSEQUENTIAL DAMAGES, SO THESE LIMITATIONS MAY NOT APPLY TO YOU. SUBJECT TO APPLICABLE LAWS THIS WARRANTY APPLIES TO ALL SUCH LIMITATIONS TO THE FULLEST EXTENT ALLOWED BY LAW. THE WARRANTY OBLIGATIONS OF BCI ARE VOID AND OF NO EFFECT IF THE CUSTOMER HAS FAILED TO PAY FOR ANY GOODS OR SERVICES. THIS WARRANTY ONLY EXTENDS TO THE PRODUCTS AS DEFINED HEREIN AND EXCLUDES ALL OTHER PRODUCTS, SERVICES OR LABOR THAT MAY HAVE BEEN PROVIDED TO YOU.