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Effective date: April 1, 2025 BainUltra[®] limited warranty

This limited warranty is non-transferable and applies only to the original purchaser of the unit who possesses proof of purchase. It is valid only for units purchased through an authorized BainUltra retailer and registered with BainUltra (registration is not required for consumer purchasers domiciled in the Province of Québec). This warranty cannot be transferred to any subsequent home or property owner. The warranty applicable to a BainUltra product is determined based on the date of purchase. Any changes to the warranty terms will apply only to products purchased after the effective date of the change. Warranty coverage remains valid only for the original purchaser and does not extend to future owners in the event of resale or property transfer. For the purposes of this warranty, the purchase date is defined as the shipping date from our factory, not the installation or purchase date at the dealership.

1. Warranty Coverage

BainUltra guarantees its products as follows:

- **1.1. Shell Material (Acrylic or FineStone®) and Motor Turbine:**Covered for twenty (20) years against defects in materials and workmanship from the original purchase date.
- **1.2. Monarch Quartz deck and skirts:** Covered for fifteen (15) years against defects in materials and workmanship from the original purchase date.
- 1.3. Electronic Components (e.g., Geysair®, AromaFlow, AromaCloud®, WarmTouchShell®, Illuzio, and all controls): Covered for five (5) years against defects in materials and workmanship.
- 1.4. Armrests, Grab Bars, and Metallic Feet: Covered for two (2) years.
- 1.5. Bath Pillows and Comfort Cushions: Covered for two (2) years.
- **1.6. Waste and Overflow Components:** Covered for one (1) year.
- **1.7. Tile Flanges:** Guaranteed only prior to installation.

Products used in commercial or display settings are limited to a two (2)-year warranty against defects in materials and workmanship. BainUltra products sold outside North America (Canada, USA, and Mexico) are not covered under this warranty, and shipping costs for parts replacement are the customer's responsibility. Any part replaced under warranty is covered for the remainder of the original warranty period or two (2) years from the replacement date, whichever is longer.

2. Inspection and Pre-Installation Requirements

Upon delivery, it is the purchaser's responsibility to inspect the product and all components for damage or defects:

- Visible Damage: Any visible defects or damage must be reported to BainUltra before installation.
- **Concealed Damage:** Must be reported within 48 hours of delivery.

Installing a product with visible defects voids the warranty. Follow all pre-installation steps outlined in the Owner's Manual to ensure the warranty remains valid.

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3. Exclusions

This limited warranty does not cover:

Damage caused by accidents, abuse, misuse, improper cleaning, fire, or extreme environmental conditions.

- Damage during transport, handling, or installation.
- Improper or unauthorized repairs or modifications.
- Outdoor installations or installations that do not comply with BainUltra's instructions or local codes.
- Components not provided by BainUltra or installed after manufacture.
- Commercial cleaning products or abrasive materials causing damage to the finish or components. Avoid using products containing methyl salicylate, such as Wintergreen oil, as they may cause damage to the surface.
- Impact-related damages.

Improper Cleaning: Acrylic and solid surface materials are resistant but can be damaged by certain cleaning products. The following are examples of products that can alter the surface:

- Abrasive powders, scouring pads, and rough brushes
- Acetone-based solvents and nail polish remover
- Undiluted bleach or ammonia-based cleaners
- Petroleum-based cleaners or degreasers
- Drain-opening chemicals
- Paint thinners and lacquer removers

To maintain the product's integrity, follow the recommended cleaning guidelines provided in the Owner's Manual. Avoid using products containing methyl salicylate, such as Wintergreen oil, as they may cause damage to the surface.

4. Responsibilities for Installers

All BainUltra products must be installed by a licensed contractor. Installers are responsible for following the guidelines provided in the Owner's Manual. Any damage resulting from improper installation is the installer's sole responsibility and is not covered under warranty.

5. Warranty Claim Procedure

To file a warranty claim, contact BainUltra's customer service within ten (10) days of identifying a defect. Be prepared to provide:

- Proof of purchase and date of purchase.
- Photos of the defect and product installation.
- Proof of installation, including the name, license number, and contact details of the licensed plumber or contractor who performed the installation.

Contact BainUltra:

<u>info@bainultra.com</u> 1-800-463-2187 (North America) 956, chemin Olivier, Lévis, QC, Canada G7A 2N1

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An authorized BainUltra representative will inspect the product and determine if repair or replacement is required. The customer is responsible for providing access to the product for inspection and repair. BainUltra will not cover costs related to removal, reinstallation, transport, or shipping of defective products.

6. Freight Charges

- If a bathtub requires replacement under warranty, BainUltra will cover the shipping costs for the replacement unit. However, BainUltra does not cover any labor or additional fees related to removal, reinstallation, or any other associated costs.
- For warranty-covered component replacements, BainUltra will replace the part at no charge. However, the customer is responsible for shipping costs, as well as any applicable taxes, tariffs, or additional fees associated with the shipment.
- Shipping fees for small component replacements:
 - USA & Canada: \$35 (excluding taxes, tariffs, and additional charges)
 - Mexico: \$95 (excluding taxes, tariffs, and additional charges)

7. Warranty Void Conditions

This warranty will be **completely void** if:

- The product has been modified, altered, or repaired by unauthorized personnel.
- The product has been relocated from its original installation site.
- The product has been used in a manner inconsistent with its intended purpose.
- Installation was performed by an unlicensed or unqualified professional.
- Maintenance requirements outlined in the Owner's Manual have not been followed.

Unlike **exclusions**, where certain damages are simply not covered, a **voided warranty means no coverage of any kind** will be provided.

8. Limitation of Liability

BainUltra's liability is limited to the repair or replacement of defective parts as outlined in this warranty. BainUltra is not responsible for indirect, incidental, or consequential damages.

9. Customer Responsibilities for Maintenance

Customers must follow maintenance guidelines to ensure warranty validity. Failure to maintain the product as per the Owner's Manual may result in voiding the warranty.

10. Force Majeure Clause

BainUltra shall not be held liable for delays, non-performance, or failure to fulfill warranty obligations due to circumstances beyond its reasonable control.