

Shannon, MS 38868 Tel. 662.767.3337 Fax 662.767.3305 www.restoriabathtubs.com

Lifetime Limited Warranty

Restoria Bathtubs Lifetime Limited Warranty

All bathtubs we sell under the Restoria name have a lifetime limited warranty which covers defects in the acrylic and fiberglass that cause the bathtub to be unsuitable for use. An example may include cracks in the acrylic and fiberglass resulting from a defect in manufacturing. We also warranty the paint and/or finish on the feet for a period of one year from date of purchase against cracking, peeling, and lifting (we do not warranty for man-made scratches or damages). We will repair or replace the tub on a case-by-case basis. Under no circumstances does our liability exceed the original purchase price of the tub.

Our Restoria bathtubs carry a lifetime limited warranty to the original purchaser. Restoria warrants its bathtubs to be free from defects in material or craftsmanship rendering the product unsuitable for use as long as the original purchaser owns the bathtub.

In case of a defect in a Restoria bathtub owned by the original purchaser which is covered under this warranty, we will at our option and in our sole discretion, repair the product, or replace the product with another Restoria bathtub which is, in our opinion, of same or similar kind, quality, style, or value. If Restoria decides to repair the bathtub, Restoria will pay the original purchaser of the product up to \$300.00 for a qualified repair person to come to the site of the original bathtub installation to repair the bathtub in place. If we choose to replace the bathtub, our sole obligation will be to send, to the same address to which we sent the original bathtub, the replacement Restoria selects, freight pre-paid, F.O.B. our warehouse. In that event, if Restoria elects, the original purchaser will be required to remove and deliver the original purchased bathtub to the Restoria warehouse at the original purchaser's expense.

This limited warranty will be rendered null and void by any commercial or non-residential use of the purchased bathtub, any physical alteration or modification to the originally purchased bathtub after delivery to the original purchaser, which will include repairs or the use of unauthorized components, or by improper or negligent installation of the original purchaser's Restoria bathtub. This limited warranty does not cover any Restoria bathtubs that have been previously repaired or replaced under this warranty.

Lifetime Limited Does Not Cover

This limited warranty does not cover and Restoria LLC will not be responsible for any labor to remove or replace any part or bathtub. This limited warranty does not cover any incidental or consequential losses, costs, or damages the original purchaser my have.

Restoria will not reimburse the original purchaser for any loss of the use of the Restoria bathtub, any inconvenience or loss of time the original purchaser may incur, water damage, or for the loss of or damage to any other property, including water damage, incurred by reason of the occurrence of defects against which this warranty is made. This lifetime limited warranty also does not cover and Restoria will not compensate the original purchaser for transportation, lodging, or shipping costs of replacement parts or returned parts or bathtubs. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to the original purchaser.

Restoria expressly disclaims any express or implied warranties to the original purchaser with respect to any Restoria bathtub sold under this agreement, including any implied warranty of merchantability and fitness for a particular purpose. Some states do not allow the exclusion or limitation of implied warranties, so the above limitation or exclusion may not apply to the original purchaser.

In no event shall Restoria be liable for any incidental, consequential or special damages, cartage, labor, travel time, lost profits, or contingent liabilities. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the original purchaser.

This limited warranty gives the original purchaser specific legal rights. The original purchaser may have other rights that vary from state to state. This limited warranty is the only express warranty applicable to the original purchaser's Restoria bathtub. Restoria neither assumes nor authorizes anyone to assume for it, any other obligation or liability in connection with the original purchaser's Restoria bathtub or this limited warranty. The original purchaser may have some implied warranties under state law. Any such implied warranty is limited to the extent allowed by law, to the time period covered by this written warranty, or to the shortest applicable time period provided by state law, which ever period is shorter.