



STEP IN BATH & SHOWER
CONVERSION SYSTEM

LIMITED WARRANTY

Scope of Warranty

Subject to the terms of this Warranty, all components of caps manufactured by Bathe Again Inc. (a "Cap") other than the seal which is attached to and forms part of the Cap (the "Cap Seal") are warranted to be free of defects in materials or workmanship for a period of three (3) years. The Cap Seal is warranted to be free of defects in materials or workmanship for the lifetime of the original purchaser of the Cap.

Beneficiaries of Warranty

This warranty is extended to the original purchaser of a Cap and does not extend to any subsequent owner of a Cap. This warranty does not extend to Caps that have been removed from their original installation or to Caps that have been modified or repaired by any person other than Bathe Again Inc. or its licensed agents, unless approved in writing by Bathe Again Inc. or its licensed agents.

No Warranty On Insert or Installation

Bathe Again Inc. is the manufacturer of the Cap. Bathe Again Inc. makes no representation or warranty whatsoever concerning: (1) the Insert; or (2) the installation of the Insert, the application of the seal that surrounds the insert (the "Insert Seal") or the installation of the Cap.

Without limiting the generality of the foregoing, Bathe Again Inc. does not warrant the water fastness of the Insert Seal. Any water leakage issues arising from the Insert Seal are to be addressed with the installing firm immediately after installation has taken place. Once it has been established that the Insert Seal is sound, in good condition and is water tight, it is the original purchaser's responsibility to ensure that the integrity of the Insert Seal is maintained in accordance with instructions provided by the manufacturer of the Insert.

Warranty Service

In the event of a defect in the material or workmanship of a Cap, the defective Cap will be repaired or replaced by Bathe Again Inc. or its licensed agents at their sole discretion. In the event of a warranty claim, Bathe Again Inc. reserves the right to inspect the Cap on-site or to require the original purchaser to return the Cap to Bathe Again Inc.'s premises at the expense of the original purchaser. Bathe Again Inc. will not accept the return of any Cap without prior return authorization. If the Cap is established to be defective, the reasonable costs incurred by the original purchaser to return the Cap will be reimbursed by Bathe Again Inc. For warranty claims which pertain to the Cap Seal, Bathe Again Inc. reserves the right to provide the original purchaser with a new Cap Seal to be installed by the original purchaser in accordance with instructions provided by Bathe Again Inc.

Warranty Limitations

Bathe Again Inc. makes no other representation or warranty as to the merchantability, quality or fitness of the Cap for any purpose and, to the extent permitted by applicable law specifically disclaims all representations and warranties of every kind and nature whatsoever, whether, express, implied, statutory or otherwise, in relation to the Cap. Bathe Again Inc.'s liability with respect to any claim will be limited solely to repair or replace the Cap as set forth in this Warranty.

IN NO EVENT SHALL BATHE AGAIN INC. BE LIABLE OR RESPONSIBLE TO ANY PARTY (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY DEATH OR INJURY

(WHETHER PHYSICAL OR MENTAL) OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, CONTINGENT, LIQUIDATED, PUNITIVE OR EXEMPLARY LOSS OR CLAIM, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS OR PROFIT, WATER DAMAGE OR MOLD INTRUSION, ARISING FROM OR IN CONNECTION WITH THE CAP OR THE INSTALLATION OF THE CAP OR ANY DELAY IN REPAIRING OR REPLACING THE CAP, REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE IS CAUSED BY ANY ACT OR OMISSION ON THE PART OF BATHE AGAIN INC., AND WHETHER OR NOT THE SAME CONSTITUTES NEGLIGENCE, GROSS NEGLIGENCE OR FUNDAMENTAL BREACH, OR ANY ACTUAL OR ALLEGED MANUFACTURING DEFECTS IN THE CAP, EVEN IF BATHE AGAIN INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND/OR IF THE LIKELIHOOD OF SUCH DAMAGES WAS FORESEEABLE.

This Warranty does not apply to any defect in the Cap or damages incurred in connection with the Cap if such defect or damages involve, relate to or are caused in whole or in part by any of the following:

1. normal wear and tear;
2. the use of the Cap for purposes other than those intended by Bathe Again Inc. or permitted in accordance with applicable law or regulation;
3. Caps which are not installed, used or serviced in accordance with Bathe Again Inc.'s specifications or any applicable law or regulation;
4. abuse, mishandling, tampering, improper installation, improper operation or modification of the Cap, neglect or accident;
5. the use of harsh chemicals or cleaning solvents;
6. any act of God, fire, casualty, flood, earthquake, war, epidemic, riot, insurrection, act of terrorism or vandalism, freezing, corrosion or adverse water conditions, or any other cause beyond the reasonable control of Bathe Again Inc.; or
7. the original purchaser's failure to take reasonable steps to maintain and inspect the Cap.

General Provisions

This Warranty constitutes the entire agreement between the parties pertaining to the warranty for the Cap; cannot be modified or waived without the written agreement of Bathe Again Inc. and shall be interpreted in accordance with the laws applicable in Ontario, Canada (other than Ontario principles of conflicts of law). All disputes in connection with this Warranty shall be resolved by the courts of the province of Ontario which shall have exclusive jurisdiction. The application of the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Warranty and is hereby expressly excluded. If any provision of this Warranty or any part of any provision of this Warranty is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision or part shall not affect the validity, legality or enforceability of any other provision of this Warranty or the balance of any provision of this Warranty absent such part and such invalid, illegal or unenforceable provision or part shall be deemed to be severed from this Warranty and this Warranty shall be construed and enforced as if such invalid, illegal or unenforceable provision or part had never been inserted in this Warranty. The acceptance of the Cap by the original purchaser shall constitute acceptance of all terms and conditions stated in this Warranty.

OBTAINING WARRANTY SERVICE

Please contact your original installer to arrange for warranty service.