



LIMITED LIFETIME WARRANTY

Limited Warranty. Bestbath Systems, Inc. (“Bestbath”) warrants to the original customer that Bestbath’s walk-in bathtub fiberglass reinforced products (“Bathing Unit”) will be (i) free from manufacturing defects for as long as the original consumer occupies the residence in which the bathing unit is installed and (ii) that Bathing Units will be delivered free of freight damage. There are no intended or incidental third party beneficiaries of this limited warranty.

- A separate limited warranty of the equipment or accessories that are attached to or shipped with the Bathing Unit is provided by the original equipment or accessory manufacturer (“OEM”). Bestbath does not warrant, and excludes from Bestbath’s limited warranty, the equipment or accessories that are attached to or shipped with the Bathing Unit. However, for a period of one (1) year from the installation date, Bestbath guarantees to the original customer that the OEM will perform the limited warranty issued by the OEM. After the one (1) year period expires, customer’s sole remedy is to recover from the OEM under the OEM’s limited warranty.
- This limited warranty is Bestbath’s exclusive warranty and guaranty. Bestbath makes no other express or implied warranties or guaranties, and does not make any warranty of merchantability, course of dealing, usage of trade or fitness for a particular purpose.
- This limited warranty excludes liability for damage to Bathing Units that were not installed using the recommend installation procedures provided with the Bathing Units.
- This limited warranty excludes coverage for abusive treatment, misuse, normal wear and tear, accidents, fire, repairs or alterations not authorized in writing by Bestbath, theft, lost materials, improper installation, storage or handling, reactions caused by accessories or cleaning materials, mis-drilled holes, negligence, construction damage, punctures from dropped items into the tub and other non-manufacturer issues.
- This limited warranty excludes liability for water damage to the facility and furnishings in connection with any Bathing Unit. The purchaser and installer are responsible for inspecting and testing the Bathing Unit receipt and installation.
- This limited warranty excludes liability for blisters of the surface which may result from the use of permanent non-slip type appliques or rubber bath mats that remain in place after use for over 24 hours.
- For claims for freight damage, the consignee must (i) inspect the Bathing Unit upon receipt of delivery, (ii) note the damage on the bill of lading provided by the carrier, (iii) timely report any damage to the carrier within the carrier’s notice requirements, and (iv) report any damage to Bestbath’s Customer Service within two (2) business days of delivery.



Exclusive Remedy. The exclusive remedy for breach of this limited warranty is for Bestbath either to repair or replace the Bathing Unit, or refund the price of the Bathing Unit. Bestbath has the sole right to select the remedy.

- This limited warranty excludes liability for consequential damages, lost profits, damage to real or personal property, incidental damages, tort damages, strict liability damages, and liquidated damages.
- If a Bathing Unit is replaced, this limited warranty does not cover labor costs involved in demolishing and removing the Bathing Unit or installing the replacement Bathing Unit, unless Bestbath, in its sole discretion, decides to cover all or part of such costs.

Filing a Claim. Promptly notify Bestbath of any actual or apparent manufacturing defect, freight damage, or equipment or accessories defect, in a Bathing Unit. Please contact:

National Customer Service Supervisor
Best Bath Systems, Inc.
723 Garber Street
Caldwell, Idaho 83605
Telephone: (208) 433-6650 Toll free: (866) 433-6650
Fax: (208) 333-8657 Toll free: (866) 333-8657
Email: warranty@best-bath.com
Web Site: www.best-bath.com

Please provide the following information to process your claim:

1. Name, address, email and telephone number.
2. Document that shows the original purchase date, such as a sales order number, invoice number, or purchase order.
3. Description of damage and requested repair
4. A photograph that clearly presents all damage claimed.
5. For freight damage claims, copy of the bill of lading with the damage noted and submit the documents to Bestbath within two (2) business days of delivery.

Customer Responsible for Costs of Inspection: In the event that Bestbath is unable to determine whether damage was caused by a manufacturing defect or freight handling, then Bestbath will send a Bestbath representative to determine the cause of the damage. If Bestbath's representative determines that the damage was not caused by a manufacturing defect or freight handling, the customer is responsible for the costs associated with the Bestbath representative's time and travel.

Warranty Modifications. This document supersedes all previous written, verbal, or implied warranties issued by Bestbath. Bestbath reserves the right to modify or change this warranty in whole or in part at any time without prior notification. The effective date of this warranty is November 1, 2014.