



COMMERCIAL USE LIMITED WARRANTY DECORATIVE SHOWER AND TUB WALL SYSTEMS

1. SCOPE OF APPLICATION

This Commercial Use Limited Warranty is offered by us and is applicable worldwide. This warranty applies to our Decorative Shower and Tub Wall Systems when purchased from an authorized dealer and installed and used in commercial interior environments.

Installations in exterior environments, steam rooms, saunas, continuous wet-service environments (such as swimming pools and other poolside areas subject to constant water exposure and/or chlorine exposure), or environments subject to continuous high heat, high-pressure water, or exposure to corrosive or harsh chemicals are not covered under this warranty.

EXAMPLES OF BUSINESS TYPE COMMERCIAL USE	RECOMMENDED APPLICATION
Hotels, motels, serviced apartments	Guest room bathrooms, shower enclosures, private washrooms
Multi-family housing, apartments, condominiums, military housing	Unit bathrooms and shower areas (interior use only)
Hospitals, medical clinics, assisted living facilities	Patient room bathrooms and private shower areas (non-sterile environments)
Office buildings, professional offices, banks	Employee restrooms and shower facilities
Fitness centers, gyms (excluding steam rooms/saunas)	Locker room showers and bathrooms (excluding steam/sauna rooms)
Educational facilities (schools, universities, dormitories)	Dormitory bathrooms and standard shower facilities
Restaurants, retail stores, commercial facilities	Public and employee restroom shower areas where applicable

2. WARRANTIES

2.1. STRUCTURAL WARRANTY

We warrant the original purchaser that our wall panels:

- Will not delaminate.
 - In its original manufactured condition, it will be free from manufacturing defects.
- Starting from the date of purchase, but only if no exclusions are applicable and only if all conditions are fulfilled.

2.2. MOISTURE WARRANTY

We guarantee that the panels themselves are waterproof. Making each joint between the panels waterproof is the installer's responsibility, and consequently, we cannot be held liable for any damage resulting from this.

3. EXCLUSIONS AND CONDITIONS

- Damage arising by not following the present warranty's relevant installation, care, maintenance, and use instructions and the installation instructions provided.
- Damage arising from improper installation (for example, installation on an improper substrate; installation on an unlevelled substrate; improper adhesive was used; installation without bonding test, substrate moisture content test, alkalinity test; adhesive curing time was not respected; etc.), improper care, improper maintenance or improper use.
- Damage arising because the product is exposed to extreme cold or extreme heat as specified in the provided installation manual.
- Damage and adhesive bonding failure caused by exposure to excessive moisture (for example, excessive moisture in a concrete substrate, excessive moisture from hydrostatic pressure, flooding, standing water, water underneath the wall panels, excessive moisture as the result of malfunctioning appliances such as dishwashers, ice makers, refrigerators, sinks, pipes).
- Normal wear and tear of the wall panels.
- Normal changes in color, gloss, grain pattern, and tone (this is normal for wall panels as it ages).
- Damage arising because the product is installed in an outdoor area, a solarium, a porch, a garage, or areas similar to all of these.
- Damage arising because the product is not used under normal conditions.
- Damage arising from accidents, abuse, misuse, or the use of strong chemicals.
- Damage caused by an act of God (for example, a natural disaster).
- Differences in aspect, color, gloss, grain pattern, and tone with the reference wall panel sample in, for example the store or showroom.
- Wall panels that have been damaged or neglected during transportation.
- Indentations.

This warranty is valid only to the original purchaser. It is not transferable and only applicable to the first installation of the product. The affected area must be visible and cover an area bigger than 0.038 inch² / 25 mm². This warranty does not apply to any products designated as B grade, cabin grades, closeouts, seconds, factory special, non-standard items, and product sold "as is."

It is the responsibility of the purchaser and the installer, whether they are professionals or do-it-yourselfers, to inspect all wall panels and accessories before installation. If during inspection the purchaser or the installer knows/discovers, or can reasonably be supposed to know/discover (for example, when the defect is visible), that the panels have a visible manufacturing issue, do not install the panels. Please immediately contact the retailer from which the panels were purchased. No claims will be accepted for panels of which the purchaser or installer knew/discovered, or can reasonably be supposed to have known/discovered, that there was something wrong with it. In such a case, we only warrant the part of the panels that have not been installed yet.

We do not allow or authorize any other person or entity to alter the obligations and limitations in this warranty. This warranty is the complete and exclusive expression of our warranty and is in lieu of all other express and/or statutory warranties. Any implied warranties, including but not limited to the implied warranties, merchantability and fitness for a particular purpose, are limited to this express warranty. However, some jurisdictions do not allow exclusion or limitation on how an implied warranty lasts, so the above limitation or exclusion may not apply to you.

We expressly exclude and will not pay consequential or incidental damages under this warranty. By this, we mean for example, loss, expense, inconvenience, or damages, other than to the panels

themselves, that may result from a defect in the panels. However, some jurisdictions do not allow exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

We reserve the right to inspect the panels and remove samples for additional evaluation if we consider this necessary. Any attempt to repair or replace the panels without our consent will void this warranty. The failure of either party to enforce any of the provisions of this warranty agreement shall not be construed as a waiver of such provision or a waiver of the right of any party thereafter to enforce each and every provision.

This warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction. We will always respect these other rights.

No implied warranties extend beyond the term of this written warranty.

4. WHAT YOU SHOULD DO IF ANY OF THE ABOVE LISTED PROBLEMS OCCUR

You should notify the original dealer of the defect within 30 calendar days after you know/discover the defect and within the validity period of this warranty. Your dealer can answer your questions and, if necessary, start to process a claim. If your notification takes place outside this period, our warranty will not apply.

In order to use the warranty, you are obligated to present:

- A valid proof of purchase in the form of the sales receipt for the panels and other accessories related to the installation, which may affect the installation quality, such as but not limited to adhesive, etc.
- A detailed description of the defect and/or a photograph or sample of the panels that clearly show the defect. Provide additional information requested by the factory to understand the root cause of the issue.

5. WHAT WE WILL DO

If we honor a claim under this warranty, we will - at our sole discretion - repair or refinish the defective material, or we will refund the price of the panels. If a certified professional installer originally installed the panels and if there is a justified claim within the first 36 months from the date of the original purchase, we will also pay the reasonable labor costs to perform the repair or replacement.

This repair or replacement or refund will be a pro-rated percentage cost of the panels and labor cost. This percentage is determined by the number of years remaining on the warranty and the length of the warranty. For example, if the claim is made 2 years after purchase on panels warranted for 5 years, then 60% (3/5) of the panel cost will be considered.

This warranty is limited to the designs, colors, structures, and styles available at the time of repair or replacement. If the original is no longer available, we have the right to substitute another design, color, structure, and style that is similar to the original and that has a similar value. We will always try to take into account the wish of the customer.