

2015

Warranty Shower Systems

Architectural Drainage Products



Shower Grate Shop Inc. - Shower System

10-Year Limited Warranty

COVERAGE AND CONDITIONS: Subject to the conditions and limitations as stated hereinafter, **Shower Grate Shop Inc.*** warrants that the **Shower Grate Shop -Shower System** (the "Products")** will meet all composition and performance criteria for a period of ten (10) years from the date of purchase only when the Products are used and installed in accordance with the terms and conditions of the Shower Grate Shop - Installation Handbook and industry standard guidelines that are not in conflict with the Handbook in effect at the time of installation. Further, efflorescence is considered to be a natural occurrence with cementitious materials and is therefore not considered to be a defective condition and is not covered by this warranty. It is the responsibility of the owner/builder/installer to ensure the suitability of all building materials and all associated building materials for the owner's intended use. It is recommended that the owner consult with an experienced and professional installer.

RESOLUTION: If the Products fail to meet this warranty, then the owner's exclusive remedy and the sole obligation of Shower Grate Shop -Systems, at its election, shall be to a) reinstall or replace the failed portion of the tile assembly or b) pay an amount not to exceed the original square foot cost of the installation of the tile assembly verified to be defective. Tile assembly is defined to include all Shower Grate Shop -GARDA products, non-reusable tile surfaces, and the appropriate setting and grouting materials. Further, due to conditions beyond the control of Shower Grate Shop -Systems (e.g., color and shade availability, discontinuation, and normal wear and tear), Shower Grate Shop -Systems cannot guarantee or warrant an exact match to the specific tile, stone, or other covering materials used in the installation. In such events, substantially similar materials may be substituted.

DISCLAIMER: THERE ARE NO WARRANTIES BEYOND THIS EXPRESSED WARRANTY AS STATED ABOVE. ALL OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, ARE DISCLAIMED AND EXCLUDED, INCLUDING WARRANTIES, REPRESENTATIONS OR CONDITIONS OF **MERCHANTABILITY** OR FITNESS FOR A PARTICULAR PURPOSE ARISING BY STATUTE OR OTHERWISE BY LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. SHOWER GRATE SHOP -SYSTEMS EXCLUDES AND IN NO EVENT SHALL HAVE ANY LIABILITY FOR LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR OTHERWISE CONNECTED TO FAILURE OF THE PRODUCTS, NOR MISUSE OF THE PRODUCTS OR FAILURE TO PROPERLY MAINTAIN THE SHOWER OR BATHTUB SURROUND. REGARDLESS OF ANY STRICT LIABILITY, ACTIVE OR PASSIVE NEGLIGENCE OF SHOWER GRATE SHOP -SYSTEMS, AND REGARDLESS OF THE LEGAL THEORY (CONTRACT OR TORT OR EXTRA-CONTRACTUAL OR OTHER), NOR FROM ACTS OF WAR, TERRORISM, FAULTY AND NEGLIGENT PENETRATION OF THE SYSTEM, FIRES, EXPLOSIONS, ACTS OF GOD, INTENTIONAL ACTS OF DESTRUCTION OR ANY LOSSES DUE TO STRUCTURAL FAILURE OR OTHER CAUSES UNRELATED TO THE PRODUCTS OR DELAYS, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS WARRANTY IS GIVEN IN LIEU OF ANY OTHER WARRANTY EXPRESSED OR IMPLIED. THE REMEDIES CONTAINED HEREIN ARE THE ONLY REMEDIES AVAILABLE FOR BREACH OF THIS WARRANTY. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS; SOME STATES AND PROVINCES DO NOT ALLOW DISCLAIMERS OR OTHER RESTRICTIONS OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU.



TRANSFERABILITY: This Limited Warranty extends ONLY to the original end user (defined as original intended owner and user of the property/unit in which the installation is incorporated - herein referred to as "Owner") and is not transferable or assignable, unless approved in writing by the Technical Director or an Officer of Shower Grate Shop -Systems or otherwise prohibited by specific state or provincial law.

MODIFICATIONS TO WARRANTY: No changes or modification of any terms or conditions of this warranty are allowed unless authorized by written agreement and signed by the Technical Director or an Officer of Shower Grate Shop -Systems.

EFFECTIVE DATE: This warranty shall supersede and replace any and all prior oral or written warranties, agreements, or other such representations made by or on behalf of Shower Grate Shop -Systems relative to the Products or the application of the Products and shall apply to any installation occurring on or after January 1, 2013.

CLAIMS ON THIS LIMITED WARRANTY: To make a claim under this Limited Warranty, the Owner must provide Shower Grate Shop -Systems with written notice within 30 days of any alleged defect in the Products covered by this Limited Warranty, together with date and proof of purchase of the Products, proof of the costs of the original installation and name and address of all installers, failing which this Limited Warranty shall be of no legal effect. Shower Grate Shop -Systems reserves the right at its election and as a condition of this Limited Warranty to inspect the alleged failed and defective condition.

All Claims shall be sent to:

CLAIMS

3285 Mainway, Unit 2

Burlington, ON Canada

L7M 1A6

*For the purpose of this warranty **Shower Grate Shop Inc.** shall provide the warranty for all products for end users located in the United States, and Canada. This warranty is limited to sales of the Products made in and intended for use in the United States and Canada.

****Shower Grate Shop -Shower System (the "Products"):** The Products are defined to include all Shower Grate Shop -GARDA products referred to in the Handbook and used in the integrated Shower Grate Shop -Shower System.

