



LIMITED WARRANTY.

Best Bath Systems, Inc., an Idaho corporation ("Bestbath") warrants that Bestbath's fiberglass reinforced showers, walls and pans ("Bathing Units") and any Rane® (a Bestbath brand) fiberglass reinforced Walk-in tubs or Healthcare tubs ("Rane Units") will be free from manufacturing defects for a period of thirty (30) years from the date of installation of the Bathing Unit.

The Bathing Units, together with the Rane Units, are collectively the "Bestbath Units" or "products".

This express limited warranty is made to the original homeowner or the owner of the facility, as applicable, in which a Bestbath Unit is installed (the "consignee"), and there are no intended or incidental third-party beneficiaries of this limited warranty with respect to the Bestbath Units.

- This express limited warranty is not transferable to any homeowner and only applies to the original homeowner that purchased the Bestbath Unit. This express limited warrant is transferable to subsequent owners of facilities in which the Bestbath Units are installed.
- A separate limited warranty of the equipment or accessories that are attached to or shipped with the Bestbath Unit is provided by the original equipment or accessory manufacturer ("OEM"). Bestbath does not warrant, and excludes from Bestbath's express limited warranty, the equipment or accessories that are attached to or shipped with the Bestbath Unit. However, for a period of one (1) year from the purchase date (or purchase date from an authorized Bestbath Dealer), Bestbath guarantees to the original consignee that the OEM will perform the limited warranty issued by the OEM. After the one (1) year period expires, consignee's sole remedy is to recover from the OEM under the OEM's limited warranty. The only exception to this policy is a lifetime warranty on the door seal for residential/single-family home applications (which is not transferable from owner to owner).
- This express 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 express limited warranty excludes liability for damage to a Bestbath Unit that was not installed using the recommended installation procedures provided with such Bestbath Unit.
- This express limited warranty excludes coverage for alterations or modifications not authorized in writing by Bestbath, use of parts not manufactured or sold by Bestbath, abusive treatment, misuse, neglect, suboptimal operating environment, normal wear and tear, accidents, fire, repairs or service by anyone other than Bestbath or third-party provider so long as such provider repairs and/or services the Bestbath Unit in compliance with Bestbath's product user manual or technical guide, 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, failure to operate in accordance with Bestbath's guidelines or any other improper operation or maintenance, failure to provide regular maintenance, service, or inspections, and other non-manufacturer issues.
- This express limited warranty also excludes coverage for damage or defects that occur due to hard water conditions, including, but not limited to, the presence of excess mineral deposits, limescale build-up, or corrosion caused by hard water. The consignee is responsible for ensuring that the water used in or within

the Bestbath Unit is properly treated and within the water hardness parameters recommended by Bestbath's product user manual or technical guide.

- This express limited warranty excludes liability for water damage to the facility and furnishings in connection with any Bestbath Unit. The consignee and installer are responsible for inspecting and testing the Bestbath Unit upon receipt and installation. Bestbath will not assume responsibility for the loss of the Bestbath Unit, inconvenience due to loss, damage to real or personal property or any other consequential damage. Bestbath will not be liable for any labor or incidental expense or material charges in connection with the removal or replacement of the Bestbath Unit.
- This express limited warranty also excludes liability for blisters of the surface which may result from the use of permanent non-slip type appliques or rubber bathmats that remain in place in the Bestbath Unit after use for over 24 hours.

RETURN REQUIREMENTS AND PROCEDURES.

- All returns must be approved by Bestbath's Warranty/Customer Service Department. A Return Goods Authorization ("RGA") number will be issued for all approved returns. Returned goods received by Bestbath without an assigned RGA number will not be considered for return or credit.
- All requests for return due to damage must be reported to Bestbath's Warranty/Customer Service Department within five (5) days of receipt of delivery.
- Notwithstanding anything else herein, Bestbath Units manufactured by Bestbath are not eligible for return or refund. Questions about which products are manufactured by Bestbath and thus not eligible for return should be addressed with Bestbath's Warranty/Customer Service Department.
- Returned products are subject to a 50% restocking fee. The restocking fee is based on the purchase price/invoice cost of the product (freight not included). All freight costs for returned goods are the obligation of the consignee requesting the return.
- An RGA is valid for ninety (90) days from the date issued. Bestbath will not accept goods or issue a credit if the return is not properly authorized and received within this ninety (90) day period.
- Upon arrival of the product being returned to Bestbath, a determination of the condition of such product will be made. The consignee that requested the return is responsible for any damage to the product not previously noted.
- Special order products are non-refundable and non-returnable. No return or credit will be issued for special order products under any circumstances.

NOTE: CREDIT WILL NOT BE ISSUED TO A CONSIGNEE IF THE PRODUCT IS NOT REPAIRABLE OR RESELLABLE. REPAIRABLE DAMAGE WILL INCUR A \$65.00 PER HOUR REPAIR COST. THIS COST IS THE RESPONSIBILITY OF THE CONSIGNEE REQUESTING THE RETURN AND WILL BE DEDUCTED FROM THE CREDIT.

EXCLUSIVE REMEDY.

- In no event shall Bestbath, its subsidiaries, affiliates, agents, or employees be liable for any incidental indirect, special, or consequential damages in connection with or arising out of this express limited warranty contained herein or the sale or furnishing of any Bestbath Units, services, or other products hereunder, or any third party's ownership, maintenance or use of any products, services or other items furnished hereunder, including but not limited to, lost profits, damage to real or personal property, incidental damages, tort damages, strict liability damages, and liquidated damages.

- The sole and exclusive remedy for breach of this express limited warranty for any Bestbath Unit that Bestbath determines to be defective is for Bestbath either to repair or replace the Bestbath Unit or refund the price of the Bestbath Unit. Bestbath has the sole right to select the remedy. In no event shall Bestbath be liable for damages that exceed Bestbath's replacement cost for the claimed defective product.
- In no event shall Bestbath, its subsidiaries, affiliates, agents or employees be liable for the negligence or other intentional misconduct of any third-party nor shall Bestbath be liable for its gross negligence, or intentional misconduct.
- If a Bestbath Unit is replaced, this express limited warranty does not cover labor costs involved in demolishing and removing the Bestbath Unit or installing the replacement Bestbath 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 Bestbath Unit. Please contact:

National Customer Service Supervisor
Bestbath
723 Garber Street
Caldwell, Idaho 83605
Telephone: (208) 433-6650 Toll free: (866) 433-6650
Toll free: (866) 333-8657
Email: warranty@bestbath.com
Web Site: www.bestbath.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.
- For claims of freight damage, the consignee must (i) inspect the Bestbath Unit upon receipt of delivery, (ii) note the damage on the bill of lading provided by the carrier, (iii) report any damage to the carrier within the carrier's notice requirements, and (iv) report any damage to Bestbath's Warrant/Customer Service Department within two (2) business days of delivery.

CONSIGNEE 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 consignee 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 May 15, 2025.

MISCELLANEOUS.

The Laws of the State of Idaho shall govern the validity and construction of these warranties and all rights and obligations of, and disputes between or among, the parties arising out of or related to these warranties, whether in contract, tort or otherwise, without regard to the principles of conflict of Laws of the State of Idaho. The parties submit to the jurisdiction of all State and Federal Courts sitting in the State of Idaho, and all actions and proceedings arising out of or relating to these warranties shall be heard and determined in a State or Federal Court in Idaho. The parties knowingly and willingly waive any right they have under applicable law to a trial by jury in any dispute arising out of or in any way related to these warranties of the issues raised by that dispute.