

LIMITED WARRANTY

1. What does this Limited Warranty cover?

This limited warranty (this "**Limited Warranty**") covers defects in materials and workmanship of bathtubs, washbasins, installation kits and accessories (each, a "**Product**", and, collectively, the "**Products**") sold by Schmidlin USA Inc. ("**we**") under the "Schmidlin" trademark.

2. Who may make claims under this Limited Warranty?

Only the consumer who originally purchased a new, unused Product from an authorized reseller of the Products ("**you**"). It does not extend to any subsequent owner or other transferee of a Product or Products that were previously used, including showroom Products.

3. What does this Limited Warranty not cover?

This Limited Warranty does not cover any defects of, or damage to, a Product resulting from (a) the transportation of the Product; (b) improper use, installation, storage, operation, or handling of the Product; (d) a failure to maintain the Product in accordance with our instructions or any other failure to follow our instructions; (e) any alteration or modification of the Product; (f) the unauthorized repair of a Product; (g) normal wear and tear; or (h) external causes such as accidents, abuse, acts of Nature or governmental authorities, or other actions or events beyond our reasonable control.

This Limited Warranty also does not cover any claims that are not made in compliance with this Limited Warranty or that are made after the expiration of the Warranty Period.

4. What is the Warranty Period?

This Limited Warranty is valid for the following period from the date of your purchase of the applicable Product, as shown on your proof of purchase (the "**Warranty Period**"):

- For all bathtubs, shower bases and washbasins: twenty (20) years, and
- For all other Products: one (1) year.

The Warranty Period is not extended if we repair or replace the Product.

5. How do you make claims under this Limited Warranty?

To make a claim under this Limited Warranty, you must (a) email us at info@schmidlin.ch during the Warranty Period explaining the alleged defect, (b) provide us with a satisfactory proof of purchase, the name of the retailer from whom you purchased the defective Product, your name,

address and telephone number, (c) submit such statements and evidence, as we may reasonably require and/or permit us or our representatives to inspect the defective Product, and (d), if we ask you to return the defective Product, return the defective Product to us in accordance with our instructions after receipt of a return authorization from us.

IF YOU DO NOT MAKE A WARRANTY CLAIM IN ACCORDANCE WITH THIS PROVISION MAY RESULT IN A DENIAL OF ALL OR PART OF YOUR CLAIM.

6. How do we determine if you have a claim under this Limited Warranty?

After you have submitted a claim in accordance with the procedure described under 5., we will evaluate your claim and, after we have completed this evaluation, inform you if your claim is approved or denied completely or in part. During our evaluation, we may ask you for additional information or clarification. **If you do not provide us with any additional information or clarification we require, processing of your claim will be delayed and your claim may be denied completely or in part.**

7. What are your remedies under this Limited Warranty?

If we approve your claim under this Limited Warranty, we will, in our sole discretion, either: (a) repair or replace the defective Product (or part) free of charge or (b) refund to you the purchase price you paid for the defective Product. We will also pay for shipping and handling fees to return the repaired or replacement product to you if we elect to repair or replace the defective Product.

THESE REMEDIES ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY.

OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL WE, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, LOST PROFITS, LOST REVENUE, LOSS OF USE, DIMINUTION OF VALUE, WHETHER DIRECT OR INDIRECT, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS LIMITED WARRANTY, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES OR LOSSES COULD HAVE BEEN REASONABLY FORESEEN BY US, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

8. Do you have any other rights or remedies?

This Limited Warranty is the sole and exclusive warranty we provide with respect to the Products.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

IN STATES WHERE IMPLIED WARRANTIES MAY NOT BE EXCLUDED OR DISCLAIMED, WE LIMIT THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE DURATION OF THIS LIMITED WARRANTY. - SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

9. Can this Limited Warranty change?

We may change the terms or availability of this Limited Warranty at any time at our discretion without prior notice, but such changes will not apply to any claims made prior to the effective date of such change.