

Better Bath Limited Warranty

The warranty obligations of Better Vanity Inc. ("Better Bath") for this product are limited to the terms set forth below:

What is Covered

This limited warranty covers defects in materials and workmanship in this product.

What is Not Covered

Process defects do not include the customer's subjective requirements for the product, and do not include small errors that do not affect the normal use and appearance of the product.

This limited warranty does not cover any damage, deterioration, or malfunction resulting from any alteration, modification, improper or unreasonable use or maintenance, misuse, abuse, accident, neglect, exposure to excess moisture, fire, improper packing and shipping (such claims must be presented to the carrier), or other acts of nature. This limited warranty does not cover any damage, deterioration or malfunction resulting from the installation or removal of this product from any installation, any unauthorized tampering with this product, any repairs attempted by anyone unauthorized by Better Bath Vanity Inc. to make such repairs, or any other cause which does not relate directly to a defect in materials and/or workmanship of this product. Without limiting any other exclusion herein, Better Bath Vanity Inc. does not warrant that the product covered hereby, including, without limitation, the technology and/or integrated hardware(s) included in the product, will not become obsolete or that such items are or will remain compatible with any other product or technology with which the product may be used.

How Long this Coverage Lasts

The standard limited warranty for Better Bath products is 1 year from the date of original purchase, no exceptions.

Who is Covered

Only the original purchaser of this product is covered under this limited warranty. This limited warranty is not transferable to subsequent purchasers or owners of this product.

What Better Bath Will Do

Better Bath will, at its sole discretion, provide one of the following three remedies to whatever extent it shall deem necessary to satisfy a proper claim under this limited warranty: 1. Elect to repair or facilitate the repair of any defective parts within a reasonable period of time, free of any charge for the necessary parts and labor to complete the repair and restore this product to its proper operating condition. Better Bath will also pay the shipping costs necessary to return this product once the repair is complete. 2. Replace this product with a direct replacement or with a similar product deemed by Better Bath to perform substantially the same function as the original product. 3. Issue a refund of the original purchase price less depreciation to be determined based on the age of the product at the time remedy is sought under this limited warranty.

What Better Bath Will Not Do Under This Limited Warranty

If this product is returned to Better Bath or the authorized dealer from which it was purchased, or any other party authorized to repair Better Bath products, this product must be insured during shipment, with the insurance and shipping charges prepaid by you. If this product is returned uninsured, you assume all risks of loss or damage during shipment. Better Bath will not be responsible for any costs related to the removal or re-installation of this product from or into any installation. Better Bath will not be responsible for any costs related to any setting up this product, any adjustment of this product, or any kind of costs required for a specific installation of this product.

How to Obtain a Remedy Under This Limited Warranty

To obtain a remedy under this limited warranty, you must contact either the authorized Better Bath reseller from whom you purchased this product or the Better Bath office nearest you. For a list of authorized Better Bath resellers and/or Better Bath authorized service providers, visit our web site

at www.betterbathvanity.com or contact the Better Bath office nearest you. In order to pursue any remedy under this limited warranty, you must possess an original, dated receipt as proof of purchase from an authorized Better Bath reseller. If this product is returned under this limited warranty, a return merchandise authorization number, obtained from Better Bath, will be required (RMA number). You may also be directed to an authorized reseller or a person authorized by Better Bath to repair the product. If it is decided that this product should be returned directly to Better Bath, this product should be properly packed, in the original carton, for shipping. Cartons not bearing a return authorization number will be refused and a refund will not be processed.

Limitation of Liability

THE MAXIMUM LIABILITY OF BETTER BATH UNDER THIS LIMITED WARRANTY SHALL NOT EXCEED THE ACTUAL PURCHASE PRICE PAID FOR THE PRODUCT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BETTER BATH IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY. Some countries, districts or states do not allow the exclusion or limitation of relief, special, incidental, consequential or indirect damages, or the limitation of liability to specified amounts, so the above limitations or exclusions may not apply to you. Exclusive Remedy TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS LIMITED WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BETTER BATH SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF BETTER BATH CANNOT LAWFULLY DISCLAIM OR EXCLUDE IMPLIED WARRANTIES UNDER APPLICABLE LAW, THEN ALL IMPLIED WARRANTIES COVERING THIS PRODUCT, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY TO THIS PRODUCT AS PROVIDED UNDER APPLICABLE LAW. IF ANY PRODUCT TO WHICH THIS LIMITED WARRANTY APPLIES IS A "CONSUMER PRODUCT" UNDER THE MAGNUSON-MOSS WARRANTY ACT (15 U. S. C. A. § 2301, ET SEQ.) OR OTHER APPLICABLE LAW, THE FOREGOING DISCLAIMER OF IMPLIED WARRANTIES SHALL NOT APPLY TO YOU, AND ALL IMPLIED WARRANTIES ON THIS PRODUCT, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR THE PARTICULAR PURPOSE, SHALL APPLY AS PROVIDED UNDER APPLICABLE LAW. Other Conditions This limited warranty gives you specific legal rights,

and you may have other rights which vary from country to country or state to state. This limited warranty is void if (i) the label bearing the serial number of this product has been removed or defaced, (ii) the product is not distributed by Better Bath or (iii) this product is not purchased from an authorized Better Bath reseller. If you are unsure whether a reseller is an authorized Better Bath reseller, visit our web site at www.betterbathvanity.com or contact a Better Bath office. Your rights under this limited warranty are not diminished if you do not complete and return the product registration form or complete and submit the online product registration form. Better Bath thanks you for purchasing a Better Bath product. We hope it will give you years of satisfaction and clarity for your sanctuary.