



Warranty, Terms and Conditions

www.DreamLine.com

DREAMLINE® EXCLUSIVE LIMITED WARRANTY

This warranty applies to DreamLine products purchased after June 1, 2015.

DreamLine offers the following warranty for its products and components thereof. This warranty extends only to the original owner/end-user for household use only and is not transferable to a subsequent owner. DreamLine reserves the right to modify this warranty at any time, it being understood that such modifications will not alter the warranty conditions applicable at the time of sale of the products in question. This warranty extends for a designated period of time, so long as the product remains in use in its original place of installation. This warranty applies only to DreamLine® products purchased from an authorized dealer in the United States or Canada. **Proof of purchase (original sales receipt) from the original consumer purchase must be provided with all warranty claims.** No responsibility is assumed by DreamLine for any special, incidental or consequential damages. **IN NO EVENT SHALL THE LIABILITY OF DREAMLINE EXCEED THE PURCHASE PRICE OF THE UNIT.**

DreamLine products must be installed by a fully insured, licensed professional and according to the DreamLine installation instructions. Installation of DreamLine product by anyone other than a fully insured licensed professionals shall **VOID THE WARRANTY**. DreamLine recommends that such licensed professionals have experience in the installation of bathroom (specifically shower and tub doors) products. Installation of certain products, including, without limitation, glass products (i.e., shower and tub doors) by an unlicensed or inexperienced installer may result in glass breakage and, consequently, may cause personal injury or even death.

PARTS ONLY WARRANTY

This warranty is extensive in that it covers replacement of all defects. **LABOR CHARGES AND/OR DAMAGE INCURRED DURING INSTALLATION, REPAIR, OR REPLACEMENT, AS WELL AS ANY OTHER KIND OF ANCILLARY COST, LOSS OR DAMAGE ARE EXCLUDED. Please allow 24-48 hours for processing of warranty issued parts. Once warranty replacement parts are shipped, warranty is activated and product cannot be returned for refund thereafter.**

COMMERCIAL USE AND OTHER EXCLUSIONS

This warranty excludes all industrial, commercial and business usage. The warranty period for products installed for commercial applications or used in commercial ventures, including but not limited to motels, hotels, casinos, student housing, condos, apartments, and fitness centers, is a one (1) year limited warranty from the date of purchase for shower doors, bathtub doors, shower enclosures, shower bases, and backwalls, and a three (3) month limited warranty from the date of purchase for vanities and sinks, with all other terms of this warranty applying except the duration of the warranty. **DREAMLINE SHOWER COLUMNS AND DREAMLINE SHOWER SEATS ARE NOT INTENDED FOR COMMERCIAL USE, THERE IS NO WARRANTY EXTENDED FOR THESE PRODUCTS FOR COMMERCIAL USE.**

DreamLine hereby disclaims all warranties for products sold as dealer or store displays. DreamLine hereby disclaims all warranties for products used outside of the United States or Canada whether expressed or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

WARRANTY TERMS

DreamLine will, at its election, repair or replace the product found by DreamLine in its sole judgment, to be defective within the warranty period under normal residential use and maintenance. The replacement of a product is limited to supplying a replacement product or part (same as existing or if not available, comparable product). DreamLine warranty obligation shall be discharged upon tender of parts, replacement or repair of the product. Purchaser's refusal to accept the tender terminates all warranty obligations and **VOIDS THE WARRANTY**. Cost of freight for returning products to DreamLine for repairs or replacement under this limited warranty are the responsibility of the customer. Cost of freight associated with shipping of replacement product(s) or parts covered by this warranty is the responsibility of the original user. Any product replaced or repaired during the warranty period will be covered only for the remaining period of the original warranty. In no event will DreamLine be liable for costs of repair or replacement of any installation material, including but not limited to tile, marble, etc. **DREAMLINE IS NOT RESPONSIBLE FOR INSTALLATION, REMOVAL OR REINSTALLATION COSTS OF ANY PRODUCT REQUIRING WARRANTY SERVICES.**

Any modification or alteration of any DreamLine products will void the warranty. Neither the authorized DreamLine dealer, nor any other person is permitted to make any affirmation, representation, or warranty other than those contained in this warranty. Any affirmation, representation, or warranty other than those contained in this warranty shall not be enforceable against DreamLine or any other person.

DreamLine product installations and repairs must be performed by either a DreamLine authorized agent or a licensed, insured and experienced professional contractor - installation or repairs performed by any other party shall void the warranty. This warranty shall not apply to breakage or damages caused by normal wear and tear, fault, carelessness, abuse, misuse, misapplication, improper maintenance, alteration or modification of the unit, as well as chemical or natural corrosion, accident, fire, flood, act of God or any other casualty. Improper care and cleaning will void the warranty. Use of cleaners containing abrasive cleansers, ammonia, bleach, acids, waxes, alcohol, solvents or other products not recommended for hardware finishes, glass or acrylic as they may damage the metal or glass finish of your shower door or shower enclosure and will void the warranty. For additional product maintenance instructions please refer to the product installation manual. DreamLine is not responsible for any issues arising in connection with errors or omissions in information provided on DreamLine or dealers' websites. This warranty does not extend to any non-DreamLine plumbing or components installed by installers, end users or by any party other than DreamLine.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BATH AUTHORITY LLC ("DREAMLINE") AND/OR SELLER DISCLAIMS ALL LIABILITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. DREAMLINE IS NOT LIABLE FOR PERSONAL INJURIES OR DEATH TO ANY PERSON OR FOR ANY DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE, LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, INCONVENIENCE, INCIDENTAL EXPENSES, LABOR OR MATERIAL CHARGES, OR ANY OTHER COSTS RESULTING FROM THE USE OF ITS PRODUCTS OR PERTAINING TO THE APPLICATION OF THE PRESENT WARRANTY, OR RESULTING FROM THE REMOVAL OR REPLACEMENT OF ANY PRODUCT OR ELEMENT OR PART COVERED BY THIS WARRANTY.

PRODUCT WARRANTY PERIODS

The laws and regulations that govern the installation and use of shower or tub doors, shower enclosures and shower bases vary widely by region, state or municipality. Except as otherwise provided above, DreamLine makes no warranties, expressed or implied, including warranties of merchantability and fitness for a particular purpose or compliance with any code. DreamLine is not responsible for verifying building code restrictions on installation or use and any such compliance is excluded from this warranty. DreamLine reserves the right to modify this warranty at any time - such warranty modifications will not alter the warranty applicable at the time of sale of the products in question. The warranty terms for specific products for consumer (non-industrial, non-commercial, non-business use only) are:

SHOWER & TUB DOORS, SHOWER ENCLOSURES GLASS

DreamLine shower doors, tub doors, and shower enclosures are backed by a Limited Lifetime Warranty. DreamLine warrants the glass of shower doors, tub doors and shower enclosures to be free from defects in workmanship and materials under normal residential use for a period commencing from the initial date of purchase by the owner/ end-user, contractor or builder from an authorized DreamLine dealer for the life of the product as long as the original consumer purchaser owns the home in which the product is installed. Warranty for plastic seal strips, sweeps or any other vinyl components shall be limited to one (1) year. DreamLine does not warrant glass for scratches, chips, water spots, breaking or any other damage after installation.

SHOWER & TUB DOORS, SHOWER ENCLOSURE HARDWARE

DreamLine shower door, tub door, and shower enclosure hardware is backed by a Limited Lifetime Warranty. DreamLine warrants shower door, tub door and shower enclosure hardware (i.e. handles, rollers, hinges, profiles, clips, guides, brackets, towel bars) **in chrome, brushed nickel, polished stainless steel and brushed stainless steel finishes only** to be free from defects in workmanship and materials under normal residential use for a period commencing from the initial date of purchase by the owner/ end-user, contractor or builder from an authorized DreamLine dealer for the life of the product as long as the original consumer purchaser owns the home in which the product is installed. Warranty for any part in **oil rubbed bronze or satin black finish** shall be limited to one (1) year.

SHOWER BASES

DreamLine warrants shower bases purchased by the owner/end-user, contractor or builder from an authorized DreamLine dealer to be free from defects in workmanship and materials under normal residential use for the life of the product as long as the original consumer purchaser owns the home in which the product is installed.

ACRYLIC SHOWER BACKWALLS

DreamLine warrants acrylic shower backwalls to be free from defects in workmanship and materials under normal residential use for a period of one (1) year from initial date of purchase by the owner/end-user, contractor or builder from an authorized DreamLine dealer.

SHOWER COLUMNS

DreamLine warrants shower columns to be free from defects in workmanship and materials under normal residential use for a period of one (1) year from the initial date of purchase by the owner/ end-user, contractor or builder from an authorized DreamLine dealer.

SHOWER SEATS

DreamLine warrants shower seats to be free from defects in workmanship and materials under normal residential use for a period of one (1) year from the initial date of purchase by the owner/ end-user, contractor or builder from an authorized DreamLine dealer. Warranty shall be VOID if the shower seat is not professionally installed into the studs on a properly reinforced wall (such as stated in the product installation manual).

VANITIES AND VESSEL SINKS

DreamLine warrants bathroom vanities and vessel sinks to be free from defects in workmanship and materials under normal residential use for a period of one (1) year from the initial date of purchase by the owner/end-user, contractor or builder from an authorized DreamLine dealer.

STATE LAWS AND THIS WARRANTY

Some states/provinces do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of special, incidental or consequential damages, so these limitations and exclusions may not apply to you. This warranty gives you specific legal rights. You may also have other rights, which vary from state to state or province to province.

WARRANTY SERVICE

To file a warranty claim the following information is required:

- Name, address and telephone number
- Product model number
- Brief description of problem (please note that additional information such as photos may be required to fully process your warranty claim)
- Proof of purchase (sales receipt, invoice, etc.)
- PO, Invoice or original purchaser name

Submit required information by e-mail, mail or fax:

Email: Warranty@DreamLine.com

Mailing Address:

DreamLine Warranty Service Center
75 Hawk Road
Warminster, PA 18974
Fax: 1-866-857-3638

Or, contact the Technical Support Center Monday thru Friday 9:00 am – 7:00 pm EST

Technical Support: 1-866-731-2244

DREAMLINE®

TERMS & CONDITIONS

Bath Authority LLC ("DreamLine®") reserves the right to change these Terms and Conditions at any time. Any changes are effective immediately and will be posted on the DreamLine website **www.DreamLine.com** in the secure Dealer Portal section at **dealerweb.DreamLine.com**. DreamLine is not responsible for typographical errors in pricing or product specification(s), inaccuracies in our catalog, pricelist, or marketing materials - please refer to DreamLine dealer portal for latest product and pricing information updates. Dealer agrees to review the Terms and Conditions on a regular basis, and be bound by these Terms and Conditions as they are updated or changed. **It is the dealer's responsibility to comply with and communicate all relevant DreamLine Terms & Conditions to their client(s)/end consumers or third party contractors.**

DEALER APPLICATION / TERMS

To be set up as an Authorized DreamLine Dealer, a perspective dealer must complete in full a Perspective Dealer Questionnaire and submit it to DreamLine. Completed questionnaires will be reviewed, verified and processed. Once the questionnaire is approved by DreamLine, the perspective dealer will receive a DreamLine Dealer Application (via DocuSign). The dealer application must be completed in its entirety and sent back to DreamLine (via DocuSign). After application approval, the perspective dealer must commence and complete a mandatory DreamLine "on boarding" curriculum. Upon completion of the on boarding curriculum, the perspective dealer is now an Authorized DreamLine Dealer and can submit purchase orders on a pre-paid basis via Master Card, Visa, electronic bank check (ACH), bank wire transfer or company check (orders will not ship until company check clears DreamLine bank).

To be considered for "Net" terms dealers must complete a Credit Application. If Net terms are granted, all items purchased on credit are due payment in full to DreamLine within (30) days from the date of invoice. Interest charges of 1.5% are assessed on all past due invoices. Interest shall be assessed on unpaid balances until the outstanding balance is paid in full. Any payments made on dealer's credit account will first be applied to unpaid interest charges, then to the outstanding invoices or additional purchases. A fee of \$35.00 will be charged on any returned check. **DreamLine reserves the right to terminate a dealer's net term arrangement at any time and insist on future pre-paid transactions only. Orders will be placed on "hold" status and product will not be shipped while the dealer's credit account shows any past due unpaid invoices, interest charges or is over the credit limit.** If dealer's account is placed for collections with third party collections firm or attorney, dealer's discount from the MSRP price will be immediately void and all outstanding invoices for purchases made by the dealer will be due and payable in full at published MSRP prices. Dealer agrees to pay all costs of invoice collections and any reasonable court of law and/or attorney fees.

NON-EXCLUSIVE COPYRIGHT AND TRADEMARKS USE

DreamLine grants our Authorized Dealers non-exclusive, non-transferable, non-ownership, revocable rights to use the trademarks owned by Bath Authority LLC ("Trademarks"), the Copyrighted materials about our company and products, product images and distinct product names in their advertisements are subject to agreement of our terms and conditions. Dealer's rights are limited to distribution only through dealer's current web sites or printed materials used to promote DreamLine products. All printed materials with DreamLine images and products must be approved by DreamLine in writing prior to publication. Any DreamLine products displayed on dealer's web page or in dealer's printed materials must include DreamLine logo and Trademark details and must follow the DreamLine corporate "Brand Guidelines" (see corporate brand guidelines document in DreamLine dealer portal section at **dealerweb.DreamLine.com**).

Only DreamLine dealers/distributors that have signed the Dealer Application and are current, active dealers of DreamLine (an "Authorized Dealer") shall have the right to use the Trademarks. Such Authorized dealers shall have the right to use the Trademarks solely in the United States and Canada on marketing, promotional and sales materials and websites used in connection with the distribution, marketing and promotion of DreamLine products. If you are not an Authorized DreamLine Dealer, you do not have permission to use the Trademarks. Any dealers who are terminated by DreamLine for any reason must discontinue the use of DreamLine Trademarks and Copyrighted materials. Should a dealer not cease the use of DreamLine Trademarks or Copyrighted materials, DreamLine shall take legal action to protect its copyrights and Trademarks and shall hold dealer responsible for any legal and administrative fees related to that process. Dealer must note that Trademarks and Copyrights are valuable assets of DreamLine and that the strength of a mark depends upon its consistent and appropriate use. Use not in accordance with this Terms and Conditions may dilute the Trademarks and make them more difficult to protect and may constitute trademark infringement and unfair competition under state and federal laws.

PLUMBING CODES

Building and plumbing codes are adopted, modified and enforced by local Government and vary by location. DreamLine is not responsible for any code compliance standards for clients' projects. DreamLine highly recommends that all installations be done by credible licensed professionals. End users should reference their local building codes with compliance questions prior to purchasing DreamLine products.

PURCHASE ORDERS

All purchase orders must be submitted to DreamLine in writing, via EDI, email or fax. Email purchase orders to **orders@DreamLine.com**. Fax purchase orders to 866-227-9245. Purchase orders must include company name, purchase order number, complete billing and shipping addresses, telephone number(s) of the person receiving the shipment, DreamLine model number(s), product description(s), dealer's product cost and any other applicable options. It is the dealer's responsibility to provide accurate information when placing purchase orders with DreamLine.

Any purchase order changes such as address corrections or shipment redirection requests, as well as any order cancellations must be submitted by the dealer to DreamLine in writing via email or fax. All freight carrier charges (or other related charges) associated with these requests are the responsibility of the dealer or 3rd party recipient. If an item is refused when a delivery attempt is made by the freight carrier (shipping company) for any reason other than damaged merchandise or DreamLine shipping error, the item shall be treated as a buyer's remorse return and a minimum twenty-five percent (25%) restocking charge along with any additional freight carrier charges (or other related charges) will be applied to the dealer's credit memo (refund). DreamLine will acknowledge all orders via email. Dealer must review each acknowledgment, (which will confirm the order, quantities, price, and provide estimated shipping date(s). Any costs incurred by DreamLine as a result of order duplication or incorrect information are the responsibility of the dealer. DreamLine order confirmation and these Terms and Conditions shall be deemed the final and complete agreement between DreamLine and the dealer.

DREAMLINE BRAND PROMOTION

All DreamLine shower product lines (shower/tub doors, shower enclosures, shower bases, shower columns, backwalls and all combinations) must appear on all Dealer's website(s) with all appropriate manuals and technical drawings. All new products, new descriptions, updated pricing, new images /videos, manuals and technical drawings must be updated by the Dealer within (5) business days of such product, description, price, photo, video or manual being made available by DreamLine. DreamLine reserves the right to limit or preclude any dealer from advertising, promoting or selling DreamLine products on any electronic or print media platforms including but not limited to internet websites and marketplaces, television and print media advertisements

MAP (MINIMUM ADVERTISED PRICE) POLICY

To further enhance the DreamLine brand, competitiveness in the marketplace, and to protect the reputation of our good name and products, DreamLine maintains a Minimum Advertised Price policy. The definition of "MAP" – The lowest price at which each individual DreamLine product can be **advertised** for.

The Minimum Advertised Pricing Policy ("MAP Policy") applies to distributors and retailers, including catalog and internet retailers (collectively "Dealers"), who resell DreamLine products. The MAP policy is for the benefit of all dealers and will be uniformly enforced. DreamLine requires all dealers to adhere to the MAP pricing outlined and as modified by DreamLine from time to time in its sole discretion. Since the MAP policy is subject to change, dealers must monitor the DreamLine dealer portal (at **dealerweb.DreamLine.com**) for the most current information related to MAP policy and pricing. Dealer agrees to review the posted policy regularly to ensure continued compliance. Dealer shall also ensure (and be responsible for) any of their secondary "Resellers" (affiliates) adhering to the DreamLine MAP policy.

Dealers are provided with a Minimum Advertised Price (MAP) for DreamLine products. **Products subject to the MAP policy may not be advertised below 30% off Manufacturer's Suggested Retail Price (MSRP)**. Certain sales strategies may result in advertised pricing that is below MAP. Dealers are required to maintain MAP for all advertisements of DreamLine products in any and all advertising channels, including, but not limited to, internet or similar electronic media (websites), television, radio, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, e-mail newsletters, forums, e-mail solicitations, public signage etc.

The MAP price must be displayed on the "Catalog Page" of the Dealer's website (page that appears when a consumer searches for DreamLine products) or any online search tool (e.g.: Google Shopper, Price Grabber, NextTag, etc.). An advertisement with "no price" shown with a redirection to "Checkout Cart" to see a price is considered a violation of the DreamLine MAP policy. This type of advertising is not permitted and must be monitored by the dealer or risk jeopardizing their Authorized Dealer status. This also applies to any activity which DreamLine determines, (in its sole discretion), designed or intended by the dealer to circumvent the DreamLine MAP policy. The MAP policy applies only to advertised prices and does not apply to the **SALE** price at which DreamLine products can actually be sold to a consumer. Dealers remain free to **SELL** DreamLine products at any price they choose.

Orders shipped by DreamLine will be priced according to prevailing prices and approved dealer discounts at the time of shipment. The MAP policy and MSRP are subject to change by DreamLine at any time in its sole discretion. DreamLine may (from time to time) choose to offer special promotions or designate certain products or product lines to be sold without MAP requirements – any such information will be provided in current DreamLine price list, via the dealer portal or be communicated in writing detailing the duration and nature of the change. Such changes shall apply equally to all dealers. No employee or sales representative of DreamLine has any authority to discuss, modify or grant verbal or written exceptions or deviations to the MAP policy ever.

DreamLine has contracted with a third party copyright, trademark & brand protection company to monitor and report on the MAP policy. DreamLine shall be solely responsible for determining whether a violation of the policy has occurred, communicating decisions to dealers regarding the policy and receiving any communications regarding sanctions imposed under the MAP policy. Any action taken by DreamLine under the MAP policy shall be without any liability to DreamLine. Intentional and/or repeated failure to abide by the MAP policy will result in sanctions unilaterally imposed by DreamLine in its sole discretion and may include suspension or termination of dealer. DreamLine has a three strike policy on MAP violations. After investigation into any alleged or discovered MAP violation(s), DreamLine determines that a dealer engaged in advertising of any products at a net resale price less than 30% off MSRP, DreamLine will take one or more of the following steps.

MAP Policy Enforcement:

First MAP Violation: If a MAP violation(s) occurs, dealer will be notified by phone or email. Dealer will have three (3) calendar days to correct such violation(s) and comply with the DreamLine MAP policy. If the violation(s) are not corrected within three (3) calendar days from the date notice was provided, DreamLine will hold any pending purchase orders until ALL DreamLine products are advertised at the correct MAP on ALL of the dealers' advertising channels. If MAP violation(s) are not corrected within three (3) calendar days this will be considered an immediate Second Violation.

Second MAP Violation: If a second MAP violation(s) occurs, dealer will be notified by phone or email. Dealer will have forty eight (48) hours to correct any/all MAP violations. DreamLine will not ship any orders and will suspend sales to the dealer. The suspension will be in effect until ALL DreamLine products are advertised at the correct MAP on ALL of the dealers' advertising channels. In the event of a second MAP violation, the dealer will forfeit their dealer discounts and any other back-end rebates or other incentives for the quarter in which the violation occurs.

Third MAP Violation: If a third MAP violation(s) occurs, dealer will be notified by phone or email. Dealer will have forty eight (48) hours to correct all MAP violations. DreamLine will not ship any orders and will suspend sales to the dealer. The suspension will be in effect until ALL DreamLine products are advertised at the correct MAP on ALL of the dealers' advertising channels. If MAP violations are not corrected within forty eight (48) hours, the dealer's account will be suspended indefinitely. Dealer will forfeit their dealer discounts and any other back-end rebates or incentives for the entire year. A third MAP violation, may result in the removal of the partner from the Authorized Dealer program entirely.

If DreamLine ceases doing business with the dealer, all open unfilled orders from that dealer shall be canceled. Any outstanding payment due on dealer's account to DreamLine shall be due in full immediately. Upon such termination, dealer must immediately cease the use of DreamLine Copyrighted materials and Trademarks including but not limited to photos, product names and images, DreamLine logos, product descriptions and any other proprietary DreamLine information

PRICES / PRICE QUOTES

DreamLine price list reflects the Manufacturer Suggested Retail Price (MSRP). Prices are subject to change at any time. Purchase orders are accepted based on the pricing in effect at the time the order is received by DreamLine. **It is the dealer's responsibility to make sure there are no price or cost discrepancies when submitting a purchase order to DreamLine.**

All price quotes are firm for thirty (30) days from the date of quotation unless otherwise noted in such quotation. Unit prices are based on the quantities quoted and are subject to change if the quantity ordered differs from the quantities quoted. Items purchased as Showroom Display will be invoiced at the dealer's standard multiplier.

After display items are installed and proof of installation has been provided to DreamLine, a credit memo will be issued by DreamLine to the dealer crediting the cost differential from the dealer's standard multiplier to the appropriate displaying dealer multiplier (for the display items purchased). **To receive any credit as described herein for Display items, such items must be installed by the dealer within 30 days of purchase.** Displays are not returnable and non-refundable. Pricing provided by DreamLine is for US and Canada only.

TAXES AND SURCHARGES

No federal, state, or local sales taxes, surcharges or other governmental fees are included in DreamLine's published prices or quotations (except when specifically noted). All prices are subject to increase or decrease when such taxes or fees are increased, decreased, or applied. Sales tax will be added to invoices where applicable unless the dealer provides DreamLine a copy of a valid State Tax Exemption Certificate.

PRODUCT CHARACTERISTICS

DreamLine reserves the right to discontinue, alter, modify, or redesign models at any time. All dimensions are approximate and subject to change without notice. For the latest up-to-date product information, including marketing materials, technical drawings, manuals or any other details please refer to the DreamLine website **www.DreamLine.com** or to the secure dealer portal at **dealerweb.DreamLine.com**.

Product sizes provided in the price list are for general reference only. For exact product sizes, please refer to the technical drawings located on our website at **www.DreamLine.com**. Every effort is made to display as accurately as possible the color, design and style of all DreamLine products appearing on our website. Variations may occur due to the characteristics of individual computer equipment (monitor). DreamLine is not responsible for variations in color or texture of the materials delivered in relations to samples and/or photos of the product. Such variations are not considered defects and any products returned for this reason will be considered a buyer's remorse return and charged a minimum twenty-five percent (25%) restocking fee.

SHIPPING AND DELIVERY

DreamLine ships products to our dealer's store locations, distribution centers, warehouse facilities or will drop ship to the end user's (consumer's) location under a Full Freight Allowance program. DreamLine will ship products within the lower 48 states using our preferred freight carriers. Damage or loss related claims will also be handled with the freight carriers when necessary. Full freight allowance applies to orders shipped in the lower 48 US states only.

Shipments outside of the lower 48 states including but not limited to Alaska, Hawaii, Puerto Rico, Virgin Islands, Canada or International will require the dealer to provide their preferred freight carriers' account number when placing a purchase order with DreamLine. Filing damage or loss related claims for shipments outside of the lower 48 states, is the responsibility of the dealer.

If ordered items are in stock, they will be processed and shipped within 1-3 business days after the order has been confirmed. Products will be shipped to the delivery address specified on the purchase order. Once a shipment leaves our distribution facility, DreamLine cannot guarantee the exact transit time or delivery date. The shipping company may be contacted for additional transit times and delivery information. DreamLine will not ship orders of dealers who's accounts are past due Net terms, over their credit limit, on credit hold or on MAP violation hold status.

All large truck shipments (Common Carrier / LTL) are curbside delivery only. Dealer may request additional carrier services (such as "inside delivery or "white glove" service) in the purchase order. DreamLine confirm the request, and provide a quote to the dealer for the additional services requested. For all curbside deliveries the receiving party should have assistance available to unload the shipment when it is delivered. Dealer must notify Dreamline of recipients living in limited access/limited delivery areas as additional communication and planning will be required with the carrier. In some cases, the freight may have to be picked up at the shipping company's local terminal or other location mutually agreed upon by the recipient and the shipping company. In such cases – DreamLine will not be responsible for any additional coordination, credit to the dealer or charges from the shipping company. Any additional carrier charges resulting in provision of services outside curbside delivery, is the responsibility of the dealer and/or end consumer. **It is the dealer's responsibility to communicate DreamLine shipping policies and methods to their customers (end consumers).**

DAMAGES / LOSS

Customers are to be made aware of their rights and responsibilities as the end recipient (from here forward known as the "consignee") by the dealer. The National Claims Council Regulations specify that consignee must inspect, examine, and inventory the shipment as it is unloaded. Shipment must be inspected on arrival immediately for obvious signs of damage. Any and all shortages and damages must be written on the Bill of Lading (BOL). If any items are determined to be damaged or missing, consignee MUST note the item, the discrepancy, and the condition before signing, and then call dealer or DreamLine to report any problems. All cartons should be opened for inspection. If there is the slightest doubt that the merchandise is damaged (concealed or not) it must be noted on the BOL, if a notation is not made, the liability to prove that the delivering carrier did the damage becomes consignee's responsibility:

- Consignee should note on the BOL any obvious damage at the time of delivery (i.e. box corners crushed, tears, rips, slices, marks etc.) and must be as specific as possible.
- All damaged goods and their packaging materials should be held in the original location, for inspection by the carrier.
- Taking digital photography of the damage while the shipment is still on the truck will limit consignee liability.
- Consignee should report damage to the carrier before the driver leaves, then, notify dealer or DreamLine.
- Consignee should keep a copy of the BOL noting the damage and the driver's signature.

If consignee has another person sign the BOL for them, for whatever reason, they are acting as consignee's representative; consignee should inform them that they should check for missing or damaged items. If the freight is signed for without notating damaged or missing pieces, it is not possible to get the freight companies to take responsibility.

The carrier's driver cannot leave until the BOL is signed (regardless of how much in a hurry they are). The driver should help with the receiving of shipment and answer any questions. While the driver is there, consignee is to compare the pieces of freight to the carrier's BOL. Only when it has been determined that the condition and quantity of freight is acceptable should the BOL be signed. The driver will provide a copy to consignee, taking the signed copy with them (as a delivery receipt). If a delivery receipt is not offered, consignee should request one, as it is their right.

The BOL is the only documentation of the condition of a shipment when it arrives at consignee's location, and without this document, consignee will be held accountable for items damaged or missing. The signature on the delivering carrier's BOL constitutes acceptance of the merchandise as is and in good condition. If consignee does not inspect before signing they are waiving the right to collect on a damage claim even if the damage is discovered later (known as concealed damage).

Visible Damage or Loss: When shipments leave our distribution facility, all items are properly packaged and are in new/excellent condition - otherwise the freight companies will not transport them. Damage in shipping is rare but recipients should always check for evidence of damage or loss **BEFORE** signing for any shipment. The recipient must open all received boxes and inspect products for any damage within (3)

business days after delivery. DreamLine will not accept any "damage or loss" reports after (3) business days past delivery date. DreamLine will not be able to assist with any freight claims, provide replacement or credit after this period of time has passed. After the (3) business day grace period has passed, the customer will be charged for shipping and/or parts missing or damaged. Any external evidence of damage or loss that occurred during transit, considered "visible damage or loss", must be noted on the BOL and signed by the carrier's agent (driver). Customers should not accept any shipment that has apparent damage until the customer and carrier's agent notes and acknowledges such damage in writing on the BOL. Failure to adequately describe the visible loss or damage could result in the carriers' refusing to honor the freight claim. If the recipient is not given ample time by the freight carrier's agent to fully inspect all items or there is doubt that the items are not damaged - the client should note **"POSSIBLE DAMAGE - SUBJECT TO INSPECTION"** on the BOL. Unless visible damage is properly noted in writing (as described herein) - DreamLine will not be able to assist with any freight claim, or provide replacement or credit.

Concealed Damage or Loss: Any damage that occurred during transit that was not visible at the time of delivery is considered "concealed damage or loss". It is possible to damage the contents of a box without damaging the outside of that box. If such a situation occurs, it is important to contact DreamLine **immediately** for instructions. If a claim is to be filed, it is important for the recipient to save the box and all other packaging that the damaged merchandise arrived in, to be inspected by the freight carrier. **The recipient must open all received boxes and inspect products for concealed damage within three (3) business days after delivery. DreamLine will not be able to accept any "concealed damage or loss" reports after three (3) business days past delivery date. DreamLine will not be able to assist with any freight claims, provide replacement or credit after this period of time has passed.**

Lost in Transit: Prior to signing for the shipment, the recipient must note any missing boxes or packages. The BOL provided to the recipient on delivery will indicate the total number of pallets and/or boxes in the original shipment. Any discrepancy with the actual count must be clearly noted on the BOL. If such a note is not made and part of the shipment is missing, DreamLine will not be able to assist the dealer or recipient in either the recovery of or compensation for any missing freight.

Additional Freight Charges: Any additional freight carrier fees or charges such as expedited shipping, re-delivery, special notification, inside delivery or any other "additional" service(s) are the responsibility of the dealer and/or dealer's client. If such services are requested by the dealer, end consumer or recipient of freight (acting as an agent on the consumer's behalf) are billed to DreamLine, all such fees will be re-billed by DreamLine to the dealer. If the freight carrier is unable to deliver freight due to problems contacting the dealer's client (recipient) or setting up delivery appointment, re-delivery and/or storage fees may be assessed by the freight carrier. All re-delivery and/or storage fees are the responsibility of the dealer and/or dealer's client (recipient) and will be billed to the dealer. **Additional charges will apply to special delivery areas which may include metropolitan delivery addresses (such as Manhattan for example), island areas with limited access or any other remote or limited access locations. These charges are the responsibility of the dealer or and/or dealer's client (recipient).** Special shipping and handling quotes are required for Alaska, Hawaii, Puerto Rico, Virgin Islands, Canada and all International shipments.

PRODUCT RETURNS AND CANCELLATIONS

Please be sure that all orders are complete and accurate before placing them with DreamLine. Returning merchandise of this nature and size is very costly for all parties involved. End users should keep all original packing material, boxes, and documentation in the event that merchandise needs to be returned. Certain items may not be returned for credit. These items include: custom products, special orders, and items for display (displays). Return are only authorized for products which are still available in the most current DreamLine price list (not discontinued or announced to be discontinued). **PRODUCT RETURNS WILL NOT BE ACCEPTED AFTER THIRTY (30) DAYS FROM DELIVERY. Any credits issued by DreamLine to the dealer will be in the form of a credit memo only.**

A Return Merchandise Authorization (RMA) number is required from DreamLine in order to receive a credit. RMA requests may be completed on-line via DreamLine dealer web portal at **dealerweb.DreamLine.com**. An RMA number must be obtained within thirty (30) days from date of product delivery. The RMA number is valid for seven (7) business days. DreamLine will not accept any returns unless an approved RMA number is clearly indicated on the returning shipment. Returning items should be sent back the same way they arrived (pallet, boxes, corners, etc.).

Upon receipt of shipment, DreamLine will inspect the condition of the package within seven (7) business days. DreamLine reserves the right to partially or wholly accept or deny any return. Any approved credit issued to the dealer's account will be adjusted by a \$25 RMA processing fee, return shipping charges (unless the item was sent on dealer's freight account) and a minimum 25% restock fee.

To receive a credit the following conditions must be met:

- All returned merchandise must be accompanied by a DreamLine issued RMA number. Returning shipments not clearly marked with an approved RMA number will not be accepted.
- End-user is responsible for repackaging and return transportation. DreamLine is not responsible for lost freight or damages caused by the shipper on returned merchandise. All claims must be made by end-user through the shipping party.
- All returned merchandise must be in original packaging, new and acceptable condition for product resale with no signs of wear or damage – not previously installed or used for display.
- No refund will be given if the product arrives broken, used or damaged. **There cannot be any damage to or writing on the packaging of the item(s) being returned.**
- **PRODUCT RETURNS WILL NOT BE ACCEPTED AFTER THIRTY (30) DAYS FROM DELIVERY.**

Notes



Warranty, Terms and Conditions

75 Hawk Rd. Warminster, Pa 18974

www.DreamLine.com