

Three-Year Limited Residential Warranty for Bath Enclosure Kits

Please read this warranty and disclaimer carefully before purchasing, installing, or using products sold by Alumax Bath Enclosures by Hydro ("Hydro"). By purchasing our products, you acknowledge that you have read, understood, and agreed to the terms outlined below. Hydro sells certain products with a limited warranty.

Please read these warranty terms carefully and inspect the product upon delivery. This limited warranty is Hydro's sole and exclusive warranty on the products. The remedies set forth in these warranty terms are your sole and exclusive remedies for product warranty non-conformities. This warranty may be amended by Hydro from time to time.

Hydro is pleased to warrant to its dealers and residential customers that the products supplied by Hydro as part of this Bath Enclosure Kit shall be free from defects in material and workmanship for three (3) years from purchase of the product, provided they are installed and maintained according to the manufacturer's recommended practices and installation instructions.¹ The Alumax Limited Warranty applies to the original residential owner only, and is not transferable.

What Will Alumax Do?

Alumax will repair or replace, at its discretion, any product found to be defective in material or workmanship during the applicable warranty period. Labor is not included. In the case of discontinued products subject to warranty coverage, Alumax reserves the right to substitute comparable products of equivalent function.

What is Not Covered?

This limited warranty applies only to materials and workmanship supplied by Alumax. This limited warranty does not cover glass or outside fabrication provided by others. It excludes all wear items and does not cover defects caused by improper installation of the product. Laws and building and safety codes governing the design and use of bathrooms vary widely. Alumax does not control the selection of products, configurations, operating hardware or glazing materials, and assumes no responsibility for such.

THE WARRANTIES DESCRIBED IN THIS SECTION ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS OR COVENANTS WITH RESPECT TO THE PRODUCTS SOLD BY HYDRO AND HYDRO EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND COVENANTS, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING IN STATUTE, COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE IN TRADE.

TO THE EXTENT ANY IMPLIED WARRANTIES ARE IMPLIED UNDER STATE LAW, SUCH WARRANTIES ARE LIMITED TO THE DURATION OF THE APPLICABLE LIMITED WARRANTY TIME FRAME. IN NO EVENT SHALL HYDRO BE LIABLE FOR SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUES OR PROFITS, COSTS OF DELAYS OR DOWN TIME, PERSONAL INJURY, OR DAMAGE TO OTHER PROPERTY, REGARDLESS OF THE FORM OF ACTION, WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY, OR WHETHER OR NOT YOU HAVE ADVISED HYDRO OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, OR WHETHER OR NOT HYDRO SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.

Some jurisdictions do not allow the exclusion or limitation of implied warranties, or the exclusion or limitation of special, incidental or consequential damages, and therefore these limitations and exclusions may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Customer Responsibilities.

By purchasing Hydro products, you agree to ensure proper professional installation, follow all care and maintenance instructions, inspect products upon delivery for damage, report any defects or damage to Hydro, use products only as intended, and comply with all local building codes and regulations.

How do You Get Warranty Assistance?

To make a claim under the terms of this Limited Warranty, contact your local Alumax Dealer or call or write Alumax Consumer Service at 800-643-1514, 248 W. Greene St., Magnolia, AR 71753.

¹ The manufacturer's recommended practices and installation instructions are available at www.alumaxshowerdoor.com, by contacting your local Alumax Dealer, or by calling or writing Alumax Customer Service at 800-643-1514, 248 W. Greene St., Magnolia, AR 71753.