



LIMITED WARRANTY AND REMEDY

ALUMAX BATH ENCLOSURES warrants to its dealers, customers, and all subsequent purchasers and users, that the products supplied by it shall be free from material defects in material and workmanship for a period of one (1) year after shipment, provided they are installed and maintained according to ALUMAX BATH ENCLOSURE's recommended practices and installation instructions. This warranty shall apply only to defects appearing within one (1) year from the date of shipment, and provided that ALUMAX BATH ENCLOSURES is promptly notified in writing of such defects. The sole and exclusive remedy with respect to the above warranty or with respect to any other claim relating to defects or any other condition or use of the products supplied by ALUMAX BATH ENCLOSURES, however caused, and whether such claim is based upon warranty contract, negligence, strict liability, or any other theory, is limited to repair or supply of such products, or repayment by ALUMAX BATH ENCLOSURES of the purchase price paid for it, at ALUMAX BATH ENCLOSURE's option.

ALUMAX BATH ENCLOSURES does not make any other representations or warranties, express or implied, including, but not limited to, any implied warranty of merchantability and any implied warranty of fitness for a particular purpose. In no event shall ALUMAX BATH ENCLOSURES be liable for special, direct, indirect, or consequential damages, including, but not limited to, loss or use of profits.

Dealers agree to pass on to its customers and users in writing ALUMAX BATH ENCLOSURE's Warranty and Remedy as set forth above.

Laws and building and safety codes governing the design and use of bath enclosures vary widely. ALUMAX BATH ENCLOSURES does not control the selection of product configurations, operating hardware or glazing materials, and assumes no responsibility therefor.