



## Technical Support **Warranty**

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### Quality control

Creating uniquely different bathtub designs is important, but so is producing specifications while maintaining the highest standards of quality. So it comes that quality control is the top priority at MAAX. Our Total Quality Program has been developed by experts in the field and is applied in every step of our operations.

### Maintenance

Disinfecting regularly provides an effective defense against various types of bacteria that are susceptible of developing in the deposits that build up over time in all bathtubs.

For daily maintenance, clean the tub with a moist cloth and gentle liquid detergent.

For acrylic surfaces, the occasional use of a special acrylic surface cleaner : Lumashine or Lumacream will add lustre and protect the finish. For fiberglass surfaces, Magic Gelcoat polisher and cleaner is recommended.

Never use abrasive cleaners, scrapers or metal brushes, or any items or products that could scratch or dull the surface.

To clean whirlpool piping, prevent residue build-up and extend the life and performance of your whirlpool tub, we recommend Mister MAAX cleaner, available from all MAAX dealers. We also recommend that your bathtub be cleaned monthly with Mister MAAX disinfectant cleaner. Certified by Health Canada Control Products Act, Mister MAAX is considered an effective disinfectant to clean whirlpool and jet air circulation systems.

If you are unsure how to maintain your bathtub, shower or MAAX system, our technical support team will be happy to answer your questions and suggest the best solution for any problem.

### Sales terms and conditions

**Price:** Orders are accepted subject to prices in effect at the time of shipment and are subject to change without notice. Published pricing schedule shows suggested prices and is subject to a trade discount as determined by MAAX. Orders will be in effect at the time the orders are placed. Selling prices could be revised without notice during the year if transportation costs increase due to fuel surcharges.

**Conditions of acceptance:** The acceptance, shipment or delivery of any order is conditional upon approval of MAAX's credit department and upon these terms of sale applying to the order and not any others unless specifically agreed to by MAAX. The right to require satisfactory security for performance of buyer's contract to making shipment on any order is reserved by MAAX. Any merchandise sold is the property of the seller until full payment is received.

**Terms of payment:** General payment terms are net, 30 days. A rate of 2% per annum, compounded monthly) charge will apply on overdue accounts. No cash discounts are offered.

delivered to customers not complying with our sales and payment conditions:

**Taxes:** All prices published are exclusive of goods and services tax (GST). Tax, if applicable, is extra.

**Transport and shipping:** All shipped material must be inspected upon receipt. Any damaged upon receipt must be refused immediately. Any damages by the carrier shall be claimed to the carrier.

**Lost merchandise:** If the recipient notices that some products are missing, they must immediately notify our customer service department. The recipient shall sign the bill of lading which products are missing on the delivery slip and countersign it. The bill of lading allows you to verify shipped and received merchandise.

**Returns:** Merchandise cannot be returned for any reason without written approval from our customer service department. Any returned merchandise shall be liable for a restocking fee and, if necessary, labour costs. In the case of a custom product that is not White equipped with or without a basic massage system, MAAX reserves the right to refuse the return. All transportation fees shall be paid by the originator.

**Custom orders:** All items made to order or goods made in nonstandard colours and finishes to customer's specifications are non-returnable or subject to cancellation under certain circumstances.

**Cancellation:** The client cannot at any time cancel an order that has been confirmed by MAAX after 24 hours of receipt of confirmation. All cancellation requests must be made by fax and must be confirmed by MAAX.

### Design and Dimensions

MAAX Inc. reserves the right to discontinue products at any time or change the colour and/or design without notice and without incurring obligation.

All dimensions are approximate and subject to change without prior notice.

### Warranty

MAAX Inc. provides a limited warranty on each of its products as mentioned in the warranty. The warranty extends only to the original owner/end-user for personal, household use. The following limitations apply for commercial uses.

MAAX Inc. warrants **acrylic shells** to be free from defects in workmanship and materials under normal use and service for a period of ten (10) years from the initial date of purchase from an authorized dealer by the owner/end-user, contractor or builder.

MAAX Inc. warrants **fiberglass** units to be free from defects in workmanship and materials under normal use and service for a period of three (3) years from the initial date of purchase from an authorized dealer by the owner/end-user, contractor or builder.

MAAX Inc. warrants **ABS** to be free from defects in workmanship and materials under normal use and service for a period of two (2) years from the initial date of purchase from an authorized dealer by the owner/end-user, contractor or builder.

MAAX Inc. warrants **whirlpool motor/pump** to be free from defects in workmanship and materials under normal use and service for a period of five (5) years from the initial date of purchase from an authorized dealer by the owner/end-user, contractor or builder.

MAAX Inc. warrants **blower** to be free from defects in workmanship and materials under normal use and service for a period of five (5) years from the initial date of purchase from an authorized dealer by the owner/end-user, contractor or builder.

MAAX Inc. warrants **whirlpool and Air Massage systems** to be free from defects in workmanship and materials under normal use and service for a period of two (2) years from the initial date of purchase from an authorized dealer by the owner/end-user or contractor/builder.

MAAX Inc. warrants **shower doors** to be free from defects in workmanship and materials under normal use and service for a period of ten (10) years from the initial date of purchase from an authorized dealer by the owner/end-user, contractor or builder.

MAAX Inc. warrants the **ceramic cartridge for the faucets** against any leakage under normal use by the owner-user, contractor or builder for limited lifetime.

MAAX Inc. guarantees **faucets finishes** to be free from defects in workmanship and materials under normal use and service by the owner/end user, contractor or contractor/builder. MAAX Inc. offers a lifetime warranty on its Chrome and Polished Brass PVD finishes and a warranty of 10 years on other finishes.

If any defect should be found in a MAAX Collection **bathroom furniture** product within the warranty period of five (5) years from the date of purchase, the necessary repair or replacement shall be made at the discretion of MAAX Inc. after having first determined that such a defect is due to faulty workmanship.

Any product reported to the authorized dealer or to MAAX Inc. as being defective within the warranty period will be repaired or replaced (with a product of equal value) at the discretion of MAAX Inc. This warranty extends to the original owner/end-user and is not transferable to a subsequent owner.

### Limitations

This warranty shall not apply following incorrect operating procedures, breakage caused by fault, carelessness, abuse, misuse, misapplication, improper maintenance, alteration or modification of the unit, as well as chemical or natural corrosion or any other casualty.

MAAX Inc. shall not be responsible for variations in granite color or variation in color shades in the natural wood used; also where there are slight differences in grain or texture of the material delivered in relation to the sample shown or provided to the purchaser. The purchaser may not use such differences to obtain a price discount or cancellation of the order.

The owner/end-user of the product covered by the present warranty is entirely responsible for its proper installation and electrical wiring. MAAX Inc. neither installs nor inspects installations nor contracts therefore and consequently cannot be held responsible for default, breakage or damages caused thereby or resulting thereof, directly or indirectly. The owner/end-user must provide an access to the components of the product as shown in the installation guide in order for MAAX Inc. to provide for the warranty specifications. If such an access is not available, all expenses to provide one will be the responsibility of the owner/end-user.

This warranty does not apply to products or equipment not installed or operated in accordance with the instructions supplied by MAAX Inc. and in accordance with applicable rules, regulations and legislation pertaining to such installations.

MAAX Inc. is not liable for any costs, damages or claims incurred for products that will not fit through openings or existing structures. MAAX Inc. is not liable for damages or claims resulting from defects that could have been discovered, avoided by inspection and testing prior to installation.

MAAX Inc. is not liable for personal injuries or death to any person or for any incidental or consequential damage, loss of time, loss of profits, inconvenience

expenses, labour or material charges, or any other costs resulting from the product or equipment or pertaining to the application of the present warranty from the removal or replacement of any product or element or part covered

**Except as otherwise provided above, MAAX makes no warranties, excluding warranties of merchantability and fitness for a particular purpose, compliance with any code.**

In any case, MAAX Inc. cannot be liable for any amount over and above the paid for the product by the owner/end-user, contractor or builder.

#### **Commercial limitations**

In addition to the above conditions and limitations, the warranty period for commercial applications or used in commercial ventures is of one (1) year from the date of purchase from an authorized dealer by the owner/end-user, contract MAAX Inc. is not responsible for loss of use or profit under any circumstance. If the product is used as a display, the warranty period begins when the product is placed

This warranty gives the owner/end-user specific legal rights and the owner/end-user may have other rights which vary from one state and/or province to another.

MAAX Inc. reserves the right to discontinue and/or change models, colors and designs together with replacement parts without notice and without incurring obligations.

#### **Warranty service**

In order to obtain service provided under this warranty during regular business hours, contact the dealer or distributor who sold the unit, or MAAX Inc. directly.

MAAX products are certified by one or more of the following certification agencies:

- CSA
  - UL
  - IAPMO
  - ULI
  - ETL
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