

# American Bath Factory Warranty Information

## What is the AcraStone™ Bathtub Warranty?

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### Limited Lifetime Warranty

American Bath Factory™ extends to the original consumer purchaser a limited lifetime warranty that the shell will maintain its structural integrity and configuration and be free of water loss due to a defect in the tub shell for as long as the original consumer purchaser owns their home.

If a defect is found in normal residential use, American Bath Factory™ will, at its election, repair, replace or make appropriate adjustment. Proof of purchase (original sales receipt) must be provided to American Bath Factory™ with all warranty claims. In no event shall the liability of American Bath Factory™ exceed the purchase price of the product.

All factory installed components (feet, pump, blower, etc.) are covered against failure due to defects in materials and workmanship for a period of one year.

Warranty services and replacement parts may be obtained by calling 800.454.BATH (2284).

This limited warranty **DOES NOT COVER** the following:

1. Defects or damage arising from shipping, installation, alterations, accidents, abuse, misuse, lack of proper maintenance and use of other than genuine American Bath Factory replacement parts, in all cases whether caused by a plumbing contractor, service company, the owner or any other person.
2. Deterioration through normal wear and tear.
3. Expense of normal maintenance - periodic replacement of washers, seals, etc. is a normal maintenance requirement.
4. Damage due to aggressive air or water conditions, or harsh or abrasive cleaners and/or materials.
5. The cost of repair or replacement of any installation materials, including but not limited to, tiles, marble etc
6. Postage or shipping costs for returning products for repairs or replacement under this limited warranty and labor or other costs incurred in connection with product removal or installation under this limited warranty.
7. ANY LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED, OR THE EXTENSION BEYOND THE DURATION OF THIS LIMITED WARRANTY OF ANY IMPLIED LIMITED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR AN INTENDED PURPOSE. (Some jurisdictions do not allow limitations on how long an implied limited warranty lasts, or the exclusion or limitation of incidental or consequential damages, so these limitations and exclusions may not apply to you.)
8. Responsibility for compliance with local code requirement. (Since code requirements vary greatly, distributors, dealers, installation contractors and users of plumbing products should determine whether there are any code restrictions on the installation or use of a specific product.)
9. Display and floor models.
10. Bathtub options or accessories.
11. Acts of God, such as lightning, floods, earthquakes, etc.

This warranty excludes all industrial, commercial and business usage. Warranty coverage applies only to American Bath Factory bathtubs installed in the United States of America, Canada, and Mexico.

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## CARE AND MAINTENANCE

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### **Important Cleaning & Maintenance Information for AcraStone™ Products**

Your bathtub's surface is very easy to clean. There are no pores for dirt to penetrate, so dirt will just rinse off with water. For sanitary purposes, you should occasionally clean your bathtub with a non-abrasive soap. Dishwashing detergent such as JOY®, PALMOLIVE, IVORY®, etc., is all that is required.

**DO NOT CLEAN YOUR BATHTUB WITH PAINT THINNER, GOOF OFF®, SCRUBBING BUBBLES®, ACETONE, LACQUER THINNER, M.E.K. ® or other chemicals that attack the structural integrity of plastics (including, but not limited to acetones).** Use of these chemicals will destroy the acrylic surface of your bathtub. **USE OF THESE CHEMICALS WILL VOID YOUR WARRANTY.**

If you should dull, scratch, or chip your bathtub, the appearance can be restored back to its new look. Small superficial scratches and dulling can be removed with a liquid polisher such as Gel-Gloss®. Deep scratches or burns can be removed by sanding the area using progressively finer grits (600, 800, 1200, 2000) of wet/dry sandpaper and water as a lubricant until the repair area is smooth. Finish your repair by polishing with a liquid polisher such as Gel-Gloss®. This repair should not take more than 10 minutes.

For additional care and maintenance information, please consult the User Guide included with your American Bath Factory bathtub, or contact us at 800.454.BATH (2284).

### **What is the Faucet Warranty?**

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#### **Limited Lifetime Warranty**

All parts and finishes of the American Bath Factory™ faucet are warranted to the original consumer purchaser to be free from defects in material and workmanship for as long as the original consumer purchaser owns their home.

Our "living finishes" – Old World Bronze, Old World Copper, etc. – may be plated with metals and/or oxidizing agents applied to achieve its mellow finish. This finish frequently changes with touch, making each faucet unique. Our "Living Finish" faucets have no warranty on the finish, and are warranted for workmanship only. Should any defects develop within warranted period, we will, at our discretion, repair or replace the defective part or assembly. (Please consult the Care and Maintenance Kit included with your American Bath Factory™ faucet for details on caring for your living finishes.)

If a defect is found in normal residential use, American Bath Factory™ will, at its election, repair, replace or make appropriate adjustment. Proof of purchase (original sales receipt) must be provided to American Bath Factory™ with all warranty claims. In no event shall the liability of American Bath Factory™ exceed the purchase price of the product.

Warranty services and replacement parts may be obtained by calling 800.454.BATH (2284).

This limited warranty **DOES NOT COVER** the following:

1. Defects or damage arising from shipping, installation, alterations, accidents, abuse, misuse, lack of proper maintenance and use of other than genuine American Bath Factory replacement parts, in all cases whether caused by a plumbing contractor, service company, the owner or any other person.
2. Deterioration through normal wear and tear.
3. Expense of normal maintenance - periodic replacement of washers, seals, etc. is a normal maintenance requirement.
4. Damage due to aggressive air or water conditions, or harsh or abrasive cleaners and/or materials.
5. The cost of repair or replacement of any installation materials, including but not limited to, tiles, marble etc
6. Postage or shipping costs for returning products for repairs or replacement under this limited warranty and labor or other costs incurred in connection with product removal or installation under this limited warranty.

7. ANY LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED, OR THE EXTENSION BEYOND THE DURATION OF THIS LIMITED WARRANTY OF ANY IMPLIED LIMITED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR AN INTENDED PURPOSE. (Some jurisdictions do not allow limitations on how long an implied limited warranty lasts, or the exclusion or limitation of incidental or consequential damages, so these limitations and exclusions may not apply to you.)
8. Responsibility for compliance with local code requirement. (Since code requirements vary greatly, distributors, dealers, installation contractors and users of plumbing products should determine whether there are any code restrictions on the installation or use of a specific product.)
9. Display and floor models.
10. Bathtub options or accessories.
11. Acts of God, such as lightning, floods, earthquakes, etc.

American Bath Factory's limited warranty covers faucet accessories against defects of material or workmanship for a period of one year. Warranty coverage begins on the date the accessory was originally purchased by the owner.

This warranty excludes all industrial, commercial and business usage. Warranty coverage applies only to American Bath Factory faucets installed in the United States of America, Canada, and Mexico.

## What is the Warranty on the Whirlpool Pump and Champagne Blower?

### **1-YEAR LIMITED WARRANTY**

The whirlpool pump and the Champagne Massage blower are warranted for 1 year from date of purchase. Should any defects develop within 1 year from date of purchase, we will, at our discretion, repair or replace the defective part or assembly. This limited warranty covers only replacement of defective parts, and shall not apply to repair or replacement labor costs, shipping or damages. Improper use or installation will immediately void warranty. No other liability or obligation is to be assumed.

What is the Warranty on Accessories, Cast Iron Bathtubs, Bathtub Feet, Sistine Stone™, Art-Cast Metal™, & Furniture items?

### **1-YEAR LIMITED WARRANTY**

American Bath Factory accessories are guaranteed to be free from defects in material, workmanship and finish\* at the time of shipment. Should any defects develop within 1 year from the date of purchase, we will, at our discretion, repair or replace the defective part or assembly. This limited warranty covers only replacement of defective parts, and shall not apply to repair or replacement labor costs, shipping or damages. Improper use or installation will immediately void warranty. No other liability or obligation is to be assumed.

(\*Our "living finishes" – Old World Bronze, Old World Copper, etc. – may be plated with metals and/or oxidizing agents applied to achieve its mellow finish. This finish frequently changes with touch, making each faucet unique. Our "Living Finish" items have no warranty on the finish, and are warranted for workmanship only. Should any defects develop within warranted period, we will, at our discretion, repair or replace the defective part or assembly. (Please consult the Care and Maintenance Kit included with your American Bath Factory faucet for details on caring for your living finishes.))

## What are the limitations on all the warranties?

### **EXCLUSIONS**

This limited warranty **DOES NOT COVER** the following:

1. Defects or damage arising from shipping, installation, alterations, accidents, abuse, misuse, lack of proper maintenance and use of other than genuine American Bath Factory replacement parts, in all cases whether caused by a plumbing contractor, service company, the owner or any other person.
2. Deterioration through normal wear and tear.
3. Expense of normal maintenance - periodic replacement of washers, seals, etc. is a normal maintenance requirement.
4. Damage due to aggressive air or water conditions, or harsh or abrasive cleaners and/or materials.
5. The cost of repair or replacement of any installation materials, including but not limited to, tiles, marble etc

6. Postage or shipping costs for returning products for repairs or replacement under this limited warranty and labor or other costs incurred in connection with product removal or installation under this limited warranty.
7. ANY LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED, OR THE EXTENSION BEYOND THE DURATION OF THIS LIMITED WARRANTY OF ANY IMPLIED LIMITED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR AN INTENDED PURPOSE. (Some jurisdictions do not allow limitations on how long an implied limited warranty lasts, or the exclusion or limitation of incidental or consequential damages, so these limitations and exclusions may not apply to you.)
8. Responsibility for compliance with local code requirement. (Since code requirements vary greatly, distributors, dealers, installation contractors and users of plumbing products should determine whether there are any code restrictions on the installation or use of a specific product.)
9. Display and floor models.
10. Bathtub options or accessories.
11. Acts of God, such as lightning, floods, earthquakes, etc.

American Bath Factory's limited warranty covers items against defects of material or workmanship for a period of one year. Warranty coverage begins on the date the item was originally purchased by the owner.

This warranty excludes all industrial, commercial and business usage. Warranty coverage applies only to American Bath Factory™ items installed in the United States of America, Canada, and Mexico.

## PERFORMANCE

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In the event of a defect covered by the limited warranties contained herein, you must notify an AMERICAN BATH FACTORY™ representative within 30 days after the date of the occurrence of the defect, and such representative will repair or otherwise correct the defect within a reasonable time in accordance with and subject to the terms and conditions set forth herein. AMERICAN BATH FACTORY™ shall not be liable for (a) the cost of shipping or otherwise transporting parts, materials necessary to correct any defect and (b) any direct, indirect, incidental or consequential damages, (c) all bathtubs are thoroughly inspected for defects prior to shipment and a follow up inspection is required after receiving the bathtubs. Thus the AMERICAN BATH FACTORY™ warranty will not cover the cost associated with the removal and reinstallation of defective bathtub. In no event shall the AMERICAN BATH FACTORY™ be liable for any cause or reason whatsoever, regardless of whether such liability is founded on breach of contract a tortious act otherwise, in excess of the purchase price of the bathtub.

## DISCLAIMER

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Authorized AMERICAN BATH FACTORY™ representatives are not agents of AMERICAN BATH FACTORY™, and no agent, dealer, representative, salesperson or other person is authorized to change, modify, expand or extend the limited warranties contained herein or to bind AMERICAN BATH FACTORY™ or any of its authorized representatives be held liable for injury or damage to any person or property for any claim, regardless of the manner in which the claims arise