

Foremost® Groups, Inc. warrants to the original purchaser that this Foremost® Shower Base will be free of manufacturing defects, which affect its performance as a bathing or showering fixture, under the following conditions and subject to the limitations contained in the “Remedies” and “Warranty Limitations” sections.

The Limited Warranty applies for 5 years from the date of purchase if the fixture is used in a residential owner-occupied building for non-commercial purposes; or for 2 years from the date of purchase if it is used in any other building, including any building used for rental, commercial, or business purposes.

- This Limited Warranty is void if the fixture is not installed in accordance with the installation instructions supplied by Foremost®, or local building codes and ordinances, or if the care and cleaning instructions supplied by Foremost® are not followed.
- This Limited Warranty is also void if the fixture is moved from the location of its initial installation, or is subjected to accident, abuse, or misuse.
- The Limited Warranty excludes normal wear and tear, and does not cover damage that can be repaired by following the Scratch Removal Instructions.
- This Limited Warranty shall be void unless any failure or non-conformance is discovered before the expiration of this warranty, and is reported to Foremost® Groups, Inc., in writing, accompanied by the original proof of purchase, within 30 days of discovery.

### **Remedies**

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The original purchaser’s remedy under this Limited Warranty is limited to the repair, replacement, or refund of the purchase price of the fixture, at Foremost®’s sole option, of any part of the fixture which has failed or does not conform to the manufacturer’s specifications.

In no event shall Foremost® be liable for lost profits, loss of use, incidental, special or consequential damages including, but not limited to, damage to or loss of use of the building or its contents, arising out of any defect in the fixture; nor shall Foremost® be liable for any amount in excess of the original purchase price of the fixture.

Foremost® reserves the right to require the return, at purchaser’s expense, of the damaged fixture for repair or exchange before providing services under this Limited Warranty. If Foremost® elects to replace the fixture, its obligation is limited to supplying a replacement unit or component part of comparable size and style, and does not include the cost of removal, installation, or transportation, which must be borne by the purchaser.

Replacement parts provided under this Limited Warranty are warranted for the remainder of the original warranty period applicable to the fixture, as if such parts were original components of that fixture.

### **Warranty Limitations**

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THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED. FOREMOST® DISCLAIMS ANY AND ALL LIABILITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. Some states do not allow limitations of incidental or consequential damages, so the above limitations and exclusions may not apply to you. In such states, Foremost®’s liability shall be limited to the extent permitted by state law. ANY IMPLIED WARRANTIES ARISING BY WAY OF STATE LAW, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION AND IN SCOPE OF COVERAGE TO THE TERMS OF THIS LIMITED WARRANTY, UNLESS A SHORTER PERIOD IS ALLOWED BY LAW.