



LIMITED LIFETIME WARRANTY

January 1st, 2025

LIMITED LIFETIME MANUFACTURER'S PRODUCT WARRANTY. ACP, a Wisconsin based company and manufacturer of Palisade™ PVC shower wall and tile surrounds, shower wall accessories and shower floor/bases (collectively referred to as "Product") warrants to any residential purchaser of the ACP Product ("Customer") that its Product will be free of material defects for as long as the residential Customer owns the real property where the ACP Product was installed ("Property"). Customer may transfer this warranty to a subsequent buyer of the Property ("Warranty Transfer"), provided that the Warranty Transfer is made within two (2) years of the Product installation and the Customer has not engaged in conduct that would void the warranty. THIS WARRANTY EXCLUDES ANY WARRANTY FOR CLAIMS RELATING TO INSTALLATION/LABOR OF ACP PRODUCT. THIS WARRANTY IS FOR PRODUCT DEFECTS ONLY. ACP DOES NOT WARRANT ANY NON-ACP MANUFACTURED PRODUCTS SUCH AS FAUCETS, SHOWER HEADS, DOORS, GRAB RAILS, AND/OR STOPPERS.

ACP warrants that the surface of the Product will not materially fade, yellow, crack, bubble, or peel under normal use. This warranty expressly prohibits the use of unapproved cleaners and expressly excludes damage resulting from the use of same. In addition, this warranty is void if damage is caused by contact with any of the following: dyes, paints, inks, certain cosmetics or cleaning agents, abrasive pads, pigments, certain foods, paint remover, fingernail polish remover, solvents or other chemicals, cigarettes, or other sources of extreme heat. This warranty is also void if scratches, dents, chips, gouging, and scuffs are caused by abnormal wear-and-tear abuse of any kind whether intentional or unintentional. Additional exclusions include escutcheon plates, valve handles, hand-held shower head hoses, and other materials not manufactured by ACP (in which case the manufacturer's warranty of each product, if any, applies).

ACP also warrants that when the product is installed according to the manufacturer's instructions including approved sub-straights and the use of the approved trims, adhesive and sealant, the shower system will be 100% waterproof.

Material and Labor Proration of Limited Lifetime Residential & Commercial Warranty		
Year	Material	Replacement Labor
Year 1 - 8	100%	100%
Year 10 - 12	90%	70%
Year 13 - 17	70%	40%
Year 18 - 22	50%	10%
Year 23 - 25	30%	0%
Year 26 - 30	10%	0%
Year 30 +	0%	0%
<i>*Proration means the warranty protection reduces over time.</i>		

In the event of a failure of the Product as a result of a material defect to the Product that is not caused by the Customer, ACP reserves the right to partially repair, completely replace, or provide a full or partial refund, whichever ACP deems appropriate in its sole discretion.

Customers may make a warranty claim in writing with the ACP Dealer that installed the Product. Upon notice to ACP of any warranty claim, ACP will take steps to assess the claim, determine a course of action, and effectuate repair or other remedy under the terms of this warranty for covered Product. Any warranty work is subject to the current lead times and then current Product availability. If the ACP Dealer that installed the Product is no longer in business, or if the Customer cannot satisfactorily resolve a warranty issue with the ACP Dealer, the Customer should make a warranty claim in writing to ACP at:

ACP
2341 Industrial Drive
Neenah, WI 54986
Telephone # 800-434-3750 or
customerservice@acpideas.com

The invalidity of any provision of this warranty shall not invalidate the remaining provisions of this warranty.

ANY CLAIM FILED BY THE CUSTOMER TO ENFORCE THE TERMS AND CONDITIONS OF THIS WARRANTY SHALL BE FILED IN THE STATE OR FEDERAL COURTS LOCATED IN Winnebago County, Wisconsin TO THE EXCLUSION OF ALL OTHER JURISDICTIONS. THIS WARRANTY IS IN LIEU OF ALL WARRANTIES, EXPRESSED OR IMPLIED, AND IS IN FACT THE ONLY WARRANTY OFFERED BY ACP. UNDER NO CIRCUMSTANCES WILL ACP BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, DAMAGE TO PERSONAL PROPERTY, LOST PROFITS, LEGAL SERVICES AND LEGAL FEES, AND/OR LOSS OF TIME OR TRAVEL UNDER THIS WARRANTY. THIS WARRANTY EXPRESSLY EXCLUDES LOSS OF VALUE, LOSS OF USE, STIGMA, AND DIMINUTION IN VALUE RELATED TO ANY COVERED FAILURE CLAIMED UNDER THIS



WARRANTY. IN NO WAY SHALL THE TOTAL LIABILITY OF ACP EXCEED THE TOTAL AMOUNT PAID BY THE CUSTOMER FOR THE PRODUCT PURCHASED. THE CUSTOMER SPECIFICALLY WAIVES ALL IMPLIED WARRANTIES AND THE WARRANTY FOR FITNESS FOR A PARTICULAR PURPOSE AND/OR THE IMPLIED WARRANTY OF HABITABILITY. THIS WARRANTY GIVES THE CUSTOMER CERTAIN LEGAL RIGHTS. SOME STATES DO NOT ALLOW LIMITATIONS OF THE IMPLIED WARRANTIES OR CONSEQUENTIAL DAMAGES, SO THESE LIMITATIONS MAY NOT APPLY TO YOU. SUBJECT TO APPLICABLE LAWS THIS WARRANTY APPLIES TO ALL SUCH LIMITATIONS TO THE FULLEST EXTENT ALLOWED BY LAW. THE WARRANTY OBLIGATIONS OF ACP ARE VOID AND OF NO EFFECT IF THE CUSTOMER HAS FAILED TO PAY FOR ANY GOODS OR SERVICES. THIS WARRANTY ONLY EXTENDS TO THE PRODUCT AS DEFINED HEREIN AND EXCLUDES ALL OTHER PRODUCTS, SERVICES OR LABOR THAT MAY HAVE BEEN PROVIDED TO THE CUSTOMER.