

LIMITED PRODUCT WARRANTY

This limited warranty is valid for the original end-used purchaser/consumer (herein, the “original purchaser”) only and may not be transferred or assigned.

The original purchaser must carefully read and retain a copy of this warranty together with the original installation manual for the limited warranty purposes. If the original purchaser has not received a copy of the installation manual, it may be obtained online at www.fleurco.com or by contacting Fleurco Products Inc. at 1-800-993-0033.

Fleurco Products Inc. (“Fleurco”) warrants all shower doors composed primarily of tempered glass¹, PVC seals, aluminum, stainless steel and/or brass, and its Microtek® repellent coating, as well as all acrylic shower bases and tubs composed primarily of acrylic sheet and fiberglass, to be free from defects in material and workmanship under normal use and maintenance for a period of ten (10) years from the original date of purchase.

Fleurco warrants all mirrors composed primarily of glass, aluminum and electric components and polymer textured bases to be free from defects in material and workmanship under normal use and maintenance for a period of years (5) years from the original date of purchase.

Fleurco warrants its S.R.T. (Shatter Retention Technology) film to be free from defects in material and workmanship under normal use and maintenance for a period of years (5) years from the original date of purchase.

The above-mentioned products are collectively referred to as, the “Products” and individually referred to as, a “Product” for the purposes hereof.

If used in commercial units, Fleurco warrants the Products to be free from defects in material and workmanship under normal use and maintenance for a period of one (1) year from the original date of installation.

To the maximum extent permitted under applicable law, no other representation or warranty, expressed or implied, legal or otherwise is given or made by Fleurco regarding the Products.

It is the original purchaser’s obligation to verify that the Product is exempt from any defect prior to its installation.

For any claims under this limited warranty, the original purchaser is required to follow the warranty claim procedure provided for below.

Acts Invalidating Limited Warranty

This limited warranty does not apply to:

1. Products purchased from unauthorized Fleurco distributors or resellers;
2. Products relocated after initial installation;
3. Products which are modified and/or combined with products manufactured or supplied by others, including but not limited to shading devices (eg tinting, security films, or glazings);
4. Products which have defects or damage which result from improper installation, negligence or accidents, or any act of God including those that take place underground including natural settlement of the structure;
5. Products which are damaged or deteriorated due to incorrect operating procedures and/or misuse and/or improper maintenance;
6. Products which have been installed contrary to Fleurco’s printed installation manual;
7. Products which have been subjected to alteration and/or modification;
8. Products which have been exposed to chemicals and/or abrasive products;
9. Stained Products resulting from hard water, ferrous water or salty water; and
10. Products used on structures for which it was not designed.

To avoid improper installation/maintenance and consequently prevent potential Product breakage or damage leading to personal injuries, property damage, death, or invalidation of the limited warranty set forth herein, Fleurco recommends that its products be installed by an experienced professional in bathroom products installation.

Products that fall outside of the limited warranty provided herein remain the sole responsibility of the original purchaser without any recourse against Fleurco.

Limited Warranty Performance

In the event of any defective Product covered under this limited warranty, Fleurco will only be obligated, at Fleurco’s sole option, to repair the defective part or unit of the Product or to furnish a new or rebuilt part or unit of the Product of equivalent value in exchange for the part or unit of the Product that is defective. All labour costs related to any replacement Products shall be at the cost of the original purchaser. Fleurco’s aggregate liability hereunder shall be limited to the lesser of the suggested manufacturer’s retail price of the Product at the moment of Purchase by the original purchaser and the actual purchase price paid for the Product by the original purchaser. Furthermore, Fleurco will not be responsible for the cost of repairs or replacement of installation materials such as tiles, marble, vanities, etc. and the labour costs related thereto.

To acquire further assistance and/or obtain warranty service, follow the instructions for the Limited Warranty Claim Form that are available online at

www.fleurco.com/warranty. All limited warranty service requests must be accompanied by the original purchase receipt. Fleurco must receive the written notice within fifteen (15) days of the time the Product defect is discovered. Upon the acceptance of a warranty claim by Fleurco, Fleurco will advise the original purchaser of the corrective action, if any, that will be undertaken by Fleurco. If requested by Fleurco, the original purchaser must return any defective Product that Fleurco has agreed to replace in its original packaging (at the cost of the original purchaser).

In order for this limited warranty to be valid, the Product and its components must be accessible for on-site inspection by a representative appointed by Fleurco.

¹Although highly unlikely, please note that due to the nature of the product, glass has an inherent possibility of breakage.

Disclaimer

To the maximum extent permitted under applicable law, Fleurco expressly disclaims and excludes any liability for consequential, special, or incidental damage nor for damage caused or resulting from fortuitous event, loss of time, loss of use, inconvenience, unnecessary expenses, labor, material or other costs with respect to the application of this limited warranty or with respect to the removal or replacement of a defective Product. Under no circumstances shall Fleurco or any of its representatives be held liable for corporeal/personal injuries to any person or damage to any property however arising. All warranties are limited to the applicable statute of limitations/prescription periods, but in no case will they extend beyond the time periods set forth herein. The remedies provided for herein shall be limited to repair or replacement of the Product provided by this limited warranty and is the exclusive remedy with respect to any loss or damage. **THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION SET FORTH HEREIN AND ANY IMPLIED WARRANTIES ARISING AT COMMON LAW OR BY STATUTE ARE EXPRESSLY DISCLAIMED BY FLEURCO.**

Fleurco reserves the right to amend this limited warranty without notice at any time. Such amendment will not impact the limited warranty terms and conditions effective at the time of the purchase of the Products concerned by the original purchaser.

In case any one or more of the terms and conditions contained in this limited warranty shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other terms and conditions of the limited warranty, and this limited warranty, shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If moreover, any one or more of the terms and conditions contained in this limited warranty shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, as to be enforceable to the extent compatible with the applicable law as it shall then appear.