



**BATH  
CONCEPTS**

**Bath Concepts Industries, LLC  
LIMITED WARRANTY**

This Limited Warranty (the "Warranty") applies to all Bath Concepts Industries, LLC ("BCI") brands and divisions. This Warranty is intended to provide you with clear information about your rights and obligations. Please read it carefully and retain it for your records.

**Section 1. Covered Products and Who Is Covered**

**1.1 Covered Products:**

- Acrylic systems and accessories: acrylic wall surrounds, PuraStone, shower floors/bases, replacement bathtubs, bath liners, shower liners, seats, and other acrylic accessories.
- Liquid Accents: accessories including shower door systems (excluding the glass panels/panes).
- Walk-in tubs: Alexis walk-in bathtubs and all other BCI walk-in bathtubs.

**1.2 Eligible Owner:** This Warranty extends to the original residential purchaser ("Customer") for the real property where the Product was installed.

**1.3 Transfer:** A one-time transfer to a subsequent buyer of the same residence is permitted if (i) the transfer is requested within 2 years of original Product installation, (ii) the Customer has not engaged in conduct that voids the warranty, and (iii) the new owner provides written notice and proof of purchase to BCI within thirty (30) days of transfer. All other transfers are void.

**Section 2. Warranty Terms by Product Category**

**2.1 Customer Responsibilities:** The Customer is responsible for maintaining the Product in accordance with the BCI Care & Maintenance instructions. Failure to do so may void this Warranty.

**2.2 Acrylic Systems and Accessories:**

- Limited Lifetime Warranty (original residential owner): Covers material and manufacturing defects; and, for acrylic surfaces, that the surface will not materially fade, yellow, crack, bubble, or peel under normal residential use and when properly cared for with approved cleaners.
- Exclusions: See Section 4. This warranty does not cover installation/labor.

**2.3 Liquid Accents Accessories and Shower Door Systems:**

- Limited Lifetime Warranty (original residential owner): Covers material and manufacturing defects in Liquid Accents accessories and shower door system components manufactured by BCI.
- Glass excluded: Any and all glass panels/doors/panes affixed to or used with the shower door system are excluded from coverage.
- Exclusions: See Section 4. This warranty does not cover installation/labor.

**2.4 Walk-in Bathtubs:**

**(A) Alexis Walk-in Bathtubs:**

- Limited Lifetime Warranty: Bathtub shell, hinge, posi-lock handle, faucets, rubber door seal, and electrical components.
- Free component replacement: For covered components during the first 2 years from installation.
- All other Alexis components: Excluded.

**(B) All Other BCI Walk-in Bathtubs:**

- Limited Lifetime Warranty: Fiberglass bathtub shell, stainless steel frame, door mechanism, door handle, faucet, vinyl door seal.
- 10-Year Warranty: Gel coat bathtub finish.
- 5-Year Warranty: Motors, electrical controls, tubing, plastic fittings, drain and overflow, and all plated finishes.

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**BATH CONCEPTS LIMITED WARRANTY** *Continued*

(C) Walk-in Tub General Conditions:

- BCI will repair or replace defective covered components during the applicable warranty period. BCI does not cover removal/reinstallation costs, access, or damage to surrounding finishes (tile, marble, wall panels, ceilings, flooring, etc.).
- Exclusions: See Section 4.

**Section 3. Warranty Remedies and Procedures**

3.1 Sole Remedies: At BCI's sole discretion, BCI may (a) repair the covered Product/component, (b) replace it with the same or functionally equivalent product/component (which may be new, refurbished, or reconditioned), or (c) provide a full or partial refund not to exceed the cost for the specific Product/component.

3.2 Replacement Coverage: Replacement parts or products provided under this Warranty are covered only for the remainder of the original warranty period.

3.3 Inspection and Cooperation: BCI reserves the right to inspect and test the Product before determining warranty coverage. The Customer must cooperate with BCI's reasonable requests for information and access.

3.4 Availability and Lead Times: All warranty service is subject to then-current lead times and product availability.

3.5 Labor and Installation Exclusion: Unless expressly stated in Section 2.4(a) for covered component replacement on Alexis within 2 years, this Warranty does not cover labor, installation, removal, access, or costs associated with reinstallation or adjoining materials.

**Section 4. Exclusions from Coverage**

4.1 Installation/Labor: Any claims relating to installation, workmanship of installers, labor charges, removal, reinstallation, access, or any other services rendered by any dealer, distributor, installer, contractor, or other third party. Any and all claims, concerns, or disputes arising from or related to the installation or workmanship of the product must be addressed directly with the party that performed such installation or services. BCI does not assume, and expressly disclaims, any liability or responsibility with respect to the acts, omissions, or services of any third party, dealer, or installer, regardless of their affiliation or association with BCI.

4.2 Non-BCI Products: Any product not manufactured by BCI (e.g., faucets, shower heads, grab rails, stoppers, glass doors/panels), except where expressly covered in Section 2.4 for certain walk-in tub components.

4.3 Glass: Any glass panels/doors used with shower door systems are excluded.

4.4 Improper Use, Care, or Chemicals: Damage from unapproved cleaners; abrasive pads; dyes; paints; inks; pigments; certain cosmetics or cleaning agents; solvents; paint removers; fingernail polish/remover; certain foods; cigarettes or other sources of extreme heat; or chemical exposure of any kind.

4.5 Abuse, Misuse, or Alteration: Damage from abuse (intentional or unintentional), accidents, impact, neglect, mishandling (including lifting whirlpools/tubs by piping), modification or repair by anyone other than BCI or without BCI approval, vandalism, or acts of God.

4.6 Improper Installation: Including installation not in accordance with BCI's written instructions or applicable codes.

4.7 Commercial Use: Products used in non-residential or commercial applications.

4.8 Display or Previously Used Products: Products previously used as display models or otherwise not first-sold new to the Customer.

4.9 Failure to Pay: Any warranty obligations are void if the Customer has not paid in full for Products and/or services.

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**BATH CONCEPTS LIMITED WARRANTY** *Continued*

4.10 Normal Wear and Tear: Normal wear and tear or cosmetic damage that does not affect the functionality of the Product.

4.11 Losses Unrelated to Product Defects: Including but not limited to loss or damage to personal property, data, or other items not part of the Product.

4.12 Force Majeure: Force majeure events, including but not limited to natural disasters, war, terrorism, or other events beyond BCI's reasonable control.

**Section 5. Warranty Claim Procedures**

5.1 Initial Claim: Contact the BCI dealer/retailer from whom you purchased the Product, in writing. Provide proof of purchase, installation date, property address, photos, and a description of the issue.

5.2 Direct Claim to BCI: If the dealer is no longer in business or you are unable to resolve your claim with the dealer, submit your written claim directly to: Bath Concepts Industries, LLC. Attn: Dealer Support Department, 1800 Industrial Drive Libertyville, Illinois 60048, Toll-free (800) 963-8827.

5.3 BCI Assessment: Upon notice, BCI will assess the claim and determine the appropriate remedy, if any, under this Warranty. BCI reserves the right to require the return of the Product or component for inspection and testing before providing a remedy.

5.4 Customer Cooperation: Customer must provide reasonable access for inspection, service, and any repair/replacement. Customer is responsible for removing or backing up any personal property or data, if applicable, before service is performed.

5.5 Duty to Mitigate: The Customer must take reasonable steps to mitigate any damages or losses related to the Product.

**Section 6. Limitations of Liability and Legal Terms**

6.1 Exclusive Warranty: This is the sole and exclusive warranty for BCI Products. No other warranties apply.

6.2 Disclaimers: To the fullest extent permitted by law, all implied warranties, including implied warranties of merchantability, habitability, and fitness for a particular purpose, are disclaimed or limited to the shortest period permitted by law and, for walk-in tub components with specified durations, to those durations.

6.3 No Incidental or Consequential Damages: Under no circumstances will BCI be liable for incidental, indirect, special, punitive, exemplary, or consequential damages; damage to personal property; lost profits; legal fees/costs; loss of time or travel; loss of value; loss of use; stigma; or diminution in value.

6.4 Liability Cap: In no event shall BCI's total liability exceed the cost for the specific Product giving rise to the claim.

6.5 Insurance Disclaimer: This Warranty is not insurance and does not cover losses unrelated to product defects.

6.6 Assignment: BCI may assign its rights and obligations under this Warranty without notice to the Customer.

6.7 State Law Rights: Some states do not allow limitations on implied warranties or the exclusion/limitation of incidental or consequential damages; these limitations may not apply to you. This warranty gives you specific legal rights; you may also have other rights that vary by state.

6.8 Severability: If any provision of this warranty is found invalid, the remaining provisions shall remain in full force and effect.

6.9 Governing Law and Forum: Any claim or action to enforce or interpret this warranty shall be interpreted under the laws of the State of Illinois and shall be brought exclusively in the state courts sitting in Lake County, Illinois or the U.S. District Court for the Northern District of Illinois (Eastern Division), to the exclusion of all other jurisdictions.

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**BATH CONCEPTS LIMITED WARRANTY** *Continued*

6.10 No Modification: No dealer, contractor, or agent may modify or extend this warranty.

6.11 Language: This Warranty is written in English. In the event of any conflict between translated versions and the English version, the English version shall control.

**Section 7. Care and Maintenance (Acrylic Surfaces)**

7.1 Approved Cleaners: Use only BCI-approved non-abrasive cleaners. Rinse and dry after use. Avoid abrasive pads and the substances listed in Section 4.

7.2 Failure to Follow Instructions: Failure to follow care instructions voids coverage for affected surfaces.

**Section 8. Scope**

8.1 Scope: This warranty supersedes prior BCI product category warranties for the Products listed herein, except where a written BCI warranty with a later effective date expressly supersedes this document.

This comprehensive warranty applies only to Products as defined above and only as stated herein. No other warranties, express or implied, written or oral, shall be recognized or honored by BCI other than those expressly set forth herein.

BCI authorized dealers are independently owned and operated businesses. These dealers are not owned by, nor are they affiliates of, BCI. Any warranties, representations, or obligations made by dealers are distinct from those of BCI and do not create a relationship of ownership or affiliation between the dealer and BCI. Any separate warranty, representation, or guarantee that may be provided, made, or suggested by any dealer, distributor, installer, contractor, or other third party is strictly between the Customer and such third party, and shall not be binding upon or enforceable against BCI. No dealer, installer, distributor, contractor, agent, representative, or other third party is authorized to modify, alter, supplement, or expand the terms and conditions of this Warranty in any manner, whether in writing or orally. In the event of any conflict or inconsistency between the terms of this Warranty and any representation or purported warranty made by any third party, dealer, or installer, the terms and conditions of this Warranty shall exclusively govern and supersede all such statements or agreements.

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