

Terms, Conditions and Warranties - United States

Price

Orders are accepted subject to prices in effect at the time of the shipment of a price list. All prices shown are the manufacturer's suggested list prices in CAD (\$)/USD (\$) and are subject to a trade discount as determined by MAAX Bath Inc., LLC or its subsidiaries (hereafter collectively, "MAAX"). Prices are subject to change without notice. Orders will be invoiced at the price in effect at the time the orders are placed. Selling prices may be readjusted during the year without notice if, for instance, transportation (or other) costs increase due to fuel surcharges or other unforeseeable changes.

Conditions of Acceptance

The acceptance, shipment or delivery of any order is conditional upon credit approval by MAAX and upon these sales terms and conditions applying to the order and not any others, unless specifically agreed to in writing by MAAX. MAAX reserves the right to require satisfactory security for performance of the purchaser obligations prior to making a shipment on any order. Any sold merchandise remains the property of MAAX until full payment is received, in accordance with applicable laws, such as the Uniform Commercial Code — Sales in the United States.

Terms of Payment

General payment terms are net 30 days. A rate of 2% monthly (26.82% per annum, compounded monthly) will apply on overdue accounts. No goods will be delivered to customers not complying with our sales and payment conditions.

Taxes

All prices published are exclusive of applicable taxes.

Lost Merchandise

If, upon receipt of a shipment, the recipient notices that certain products are missing, he/she must notify the applicable MAAX or MAAX subsidiary customer service department immediately. The recipient must then indicate which products, indicated on the delivery slip, are missing in the shipment, and must then countersign the delivery slip. The enclosed bill of lading allows the recipient to verify shipped and received merchandise.

Shipping Damage

Any damage that occurs in transit is the responsibility of the carrier. MAAX will not be held responsible for shipping damage. The product should be carefully examined by the recipient or installer at time of receipt to ensure it is damage-free. If any damage is discovered, it should be noted on the freight bill, and a claim should be filed against the carrier as soon as possible. Inspection of the unit, prior to installation, is the responsibility of the installer or building contractor who acts on behalf of the recipient, or the user him/herself. The installer or contractor is responsible for ensuring that the unit is free of defect or damage. In the event of a problem, the unit must not be installed. MAAX is not responsible for failures, costs, damages or claims that could have been discovered, repaired or avoided by proper inspection and testing prior to installation.

Return Policy

MAAX provides a selective and conditional merchandise return program. For Doors refer to the Door Return Policy below. Products may be returned to MAAX under the following conditions:

- The product is in original, new condition – not previously installed or used as a display;
- The product has been in the customer's possession for less than eight (8) weeks;
- The product is still available in the most current price list (not discontinued) or has not been announced for discontinuation;
- The product is in a standard color or finish, as indicated in the most current price list;
- Any stock product may be returned. To know if a product is a stock unit, please contact the customer care department; and/or
- The product was received in error, does not represent what the customer ordered or has a manufacturing defect.

Products are not eligible for return to MAAX under the following conditions:

- The product has been previously installed, drilled, permanently marked, spray painted, or in any other way altered from its original condition. The product is "weathered"; degraded due to outdoor storage or exposure to the elements, resulting in discoloration;
- The product is defective due to negligent storage; or
- The product is equipped with any accessories or options.

Prior to returning merchandise an MAAX customer must complete and submit the RGA Request Form to supply general and specific information about the unit(s) for return. MAAX must then authorize and approve the return in writing by issuing an RGA number. All products are subject to inspection prior to credit reimbursement, and MAAX reserves the right to reduce such reimbursement as follows:

- MAAX will apply a 50% restocking fee against the reimbursement credit for all returns made for any reason other than a manufacturing defect or an MAAX error.
- The freight costs must be prepaid by the customer for any unit returned via common carrier.
- MAAX will not provide any credit and will charge a \$25 per unit handling fee for any product returned that does not qualify for return as specified above or does not match the RGA form. MAAX will notify the customer in such instances and the customer will be requested to either take the unit back, with freight prepaid and charged, or notify MAAX in writing of their desire that the product be disposed of.

Door Return Policy

MAAX provides a selective and conditional merchandise return program. Products may be returned to MAAX under the following conditions:

- The product is in original, new condition – not previously installed or used as display;
- The product has been in the customer's possession for less than eight (8) weeks;
- The product is still available in the most current price list (not discontinued) or has not been announced for discontinuation;
- The product is in a standard color or finish, as indicated in the most current price list;
- Any stock product may be returned. To know if a product is a stock unit, please contact the customer care department; and/or
- The product was received in error, does not represent what the customer ordered or has a manufacturing defect.

Products are not eligible for return to MAAX under the following conditions:

- The product has been previously installed, drilled, permanently marked, spray painted, or in any other way altered from its original condition;
- The product is "weathered"; degraded due to outdoor storage or exposure to the elements, resulting in discoloration;
- The product is defective due to negligent storage; or
- The product is equipped with any accessories or options.

Prior to returning merchandise, an MAAX customer must complete and submit the RGA Request Form to supply general and specific information about the unit(s) for return. MAAX must then authorize and approve the return in writing by issuing an RGA number. All products are subject to inspection prior to credit reimbursement and MAAX reserves the right to reduce such reimbursement as follows:

- MAAX will apply a 50% restocking fee against the reimbursement credit for all returns for any reason other than a manufacturing defect or an MAAX error.
- The freight costs must be prepaid by the customer for any unit returned via common carrier to the closest participating plant. Contact customer service to locate the closest participating plant.
- MAAX will not provide any credit and will charge a \$25 per unit handling fee for any product returned that does not qualify for return as specified above or does not match the RGA form. MAAX will notify the customer in such instances and the customer will be requested to either take the unit back, with freight prepaid and charged, or notify MAAX in writing of their desire that the product be disposed of.

Cancellation

Orders must be cancelled within twenty-four (24) hours of receipt of confirmation from MAAX. All cancellation requests must be submitted in writing by email or fax, and must be confirmed by MAAX.

Terms, Conditions and Warranties - United States

Design & Dimension

MAAX reserves the right to discontinue products at any time or to change specifications and/or design without notice and without incurring obligation. All dimensions are approximate and subject to change without notice.

Colour Variations

CLIENTS SHALL INFORM THE OWNER/END-USER ABOUT THE FOLLOWING CONDITIONS AND WARRANTIES MAAX shall not be responsible for variations in granite color, wood grain, or color shades in the natural wood used; or for slight differences in color or texture of the material delivered in relation to the sample shown or provided to the purchaser. The purchaser may not use such differences as a reason to obtain a price discount or to cancel the order.

Product Image Variation

CLIENTS SHALL INFORM THE OWNER/END-USER ABOUT THE FOLLOWING CONDITIONS AND WARRANTIES

- MAAX shall not be responsible for small variations between photos and the actual product:
- The actual product may vary slightly, without notice, from the product shown in images.
- The actual product colors, including Utile wall colors, may vary from the colors shown on the customer's computer monitor and/or on printed representations, or what appears online.

Maintenance

CLIENTS SHALL INFORM THE OWNER/END-USER ABOUT THE FOLLOWING CONDITIONS AND WARRANTIES

Regular disinfection provides an effective defense against various types of bacteria that can develop in the deposits that build up over time in all bathtubs and showers. For daily maintenance cleaning, use a moist cloth and gentle liquid detergent. For acrylic surfaces, occasional use of a special acrylic surface cleaner (such as Lumashine or Lumacream) will add luster and protect the finish. Certain types of therapeutic products, when added to bath water, or if applied (non-diluted) directly into the bath, may damage the unit finish. Test the product on a small, inconspicuous surface prior to use. Do not use abrasive cleaners, scrapers, metal brushes, or any items or products that may scratch or dull the surface. Mirrors should be cleaned with nonammonia based cleaners only.

Certifications

MAAX products are certified by one or more of the following certification agencies : ICC-ES, IAPMO and UL.

Certain models are pending certification approval. Certification may be terminated by MAAX or certification agencies without notice. The symbol ®/R indicates a registered trademark of MAAX or an affiliated company. The symbol TM indicates a trademark of MAAX or an affiliated company.

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Commercial Limitations

In addition to the above conditions and limitations, the warranty period for products installed for commercial applications, or used in commercial ventures, is of one (1) year from the initial date of purchase by the owner/ end-user, contractor or builder from an authorized dealer.

The only exception are the AcrylX™ finish units, which MAAX warrants to be free from defects in workmanship and materials under commercial use and service for a period of thirty (30) years from the initial date of purchase by the owner/end-user, contractor or builder from an authorized dealer. If the product is sold by MAAX as a display, MAAX standard warranty applies.

Limitations

MAAX warrants to the original purchaser and consumer that its products will be free from defects in material or workmanship when properly installed, pursuant to MAAX installation instructions for any units and their respective warranty periods. This warranty shall not apply following incorrect operating procedures, breakage or damages caused by normal wear and tear, fault, carelessness, abuse, misuse,

misapplication, improper maintenance, alteration or modification of the unit, as well as chemical or natural corrosion, accident, fire, flood, act of God or any other casualty. This warranty shall not apply to stains or malfunctions caused by ferrous water, hard water or salty water.

The owner/end-user of the product covered by this warranty is entirely responsible for proper installation and/or electrical wiring of the product.

This warranty is void if the unit is not tested prior to final enclosure, as per the installation instructions. MAAX neither installs/supervises the installation, nor hires a contractor for this purpose, and consequently cannot be held responsible for any defect, breakage or damage caused thereby or resulting thereof, either directly or indirectly. The owner/enduser must provide access to the components of the product as described in the installation guide, so that MAAX may execute the warranty specified herein.

If such access is not available, all expenses required to provide said access will be the responsibility of the owner/end-user. This warranty does not apply to products or equipment not installed or operated in accordance with instructions supplied by MAAX including all applicable rules, regulations and legislation pertaining to such installations.

MAAX strongly recommends that its products—for example, but without limitation, shower doors and other items—be installed by professionals with experience in bathroom product installation. Installation of shower doors by an inexperienced person may result in glass breakage and, consequently, cause personal injury or death.

MAAX is not liable for any costs, damages or claims resulting from the purchase of products that do not fit through openings or existing structures. MAAX is not liable for any costs, damages or claims resulting from defects that could have been discovered, repaired or avoided by inspection and testing prior to installation.

MAAX is not liable for personal injuries or death to any person or for any direct, special, incidental or consequential damage, loss of use, loss of time, loss of profits, inconvenience, incidental expenses, labor or material charges, or any other costs resulting from the use of its products or pertaining to the application of the present warranty, or resulting from the removal or replacement of any product or element or part covered by this warranty.

EXCEPT AS OTHERWISE PROVIDED ABOVE, MAAX MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR COMPLIANCE WITH ANY CODE.

In any case, MAAX cannot be liable for any amount over and above the purchase price paid for the product by the owner/end-user, contractor or builder.

All options that are not sold separately as accessories must be factor installed. Otherwise, warranty does not apply.

This warranty gives the owner/end-user specific legal rights. The owner/end-user may also have other rights, which may vary from one state to another.

Limited Warranty

MAAX offers the following express limited warranties on its products. These warranties extend only to the original owner/end-user for personal household use and start from the initial date of purchase. For commercial uses, additional limitations apply.

MAAX warrants acrylic units to be free from defects in workmanship and materials under normal use and service for a period of twenty-five (25) years* from the initial date of purchase by the owner/end-user, contractor or builder from an authorized dealer.

MAAX warrants **acrylic shower kits** to be free from defects in workmanship and materials under normal use and service for a period of ten (10) years from the initial date of purchase by the owner/end-user, contractor or builder from an authorized dealer.

MAAX warrants **Utile wall units** to be free of all material or workmanship

Terms, Conditions and Warranties - United States

defects under normal use and service for a period of ten (10) years from the initial date of purchase by the owner/end-user, contractor or builder from an authorized dealer.

MAAX warrants the **individual glue-up tiles** from manufacturing defects in the structure of the tile for ten (10) years. Discoloration from ultra-violet (UV) or sunlight is warranted for five (5) years. There is no warranty against discoloration or other damage from food or cooking items, cleaners or other chemicals or compounds used to install or clean the tile.

MAAX warrants **AcrylX™ units** to be free from defects in workmanship and materials under normal use and service for a lifetime ownership from the initial date of purchase by the owner/end-user, contractor or builder from an authorized dealer.*

*Our limited lifetime warranty first went into effect in 2017 when ABG launched the revolutionary AcrylX™ applied acrylic. Prior to 2017, warranties for gelcoat products were either three (3) or five (5) years depending on the brand. Any unit manufactured prior to 2017 is not covered by the limited lifetime warranty.

MAAX warrants **fiberglass units** to be free from defects in workmanship and materials under normal use and service for a period of five (5) years from the initial date of purchase by the owner/end-user, contractor or builder from an authorized dealer.

MAAX warrants **ABS** to be free from defects in workmanship and materials under normal use and service for a period of three (3) years from the initial date of purchase by the owner/end-user, contractor or builder from an authorized dealer.

MAAX warrants **polystyrene shower kits, tub wall kits, utility tubs and accessories** to be free from defects in workmanship and materials under normal use and service for a period of one (1) year from the initial date of purchase by the owner/end-user, contractor or builder from an authorized dealer.

MAAX warrants **whirlpool motors/pumps** to be free from defects in workmanship and materials under normal use and service for a period of five (5) years from the initial date of purchase by the owner/end-user, contractor or builder from an authorized dealer.

MAAX warrants **blowers** to be free from defects in workmanship and materials under normal use and service for a period of five (5) years from the initial date of purchase by the owner/end-user, contractor or builder from an authorized dealer.

MAAX warrants **whirlpool and air systems** (except perimeter air system check valves that have a twenty-five (25) year warranty – see below) to be free from defects in workmanship and materials under normal use and service for a period of two (2) years from the initial date of purchase by the owner/end-user, contractor or builder from an authorized dealer.

MAAX warrants **perimeter air system check valves** to be free from defects in workmanship and materials under normal use and service for a period of twenty-five (25) years from the initial date of purchase by the owner/end-user, contractor or builder from an authorized dealer.

MAAX warrants **shower doors** to be free from defects in workmanship and materials under normal use and service for a period of ten (10) years* from the initial date of purchase by the owner/end-user, contractor or builder from an authorized dealer. Shower door sealing materials and gaskets are not covered by this warranty. *Mika door has a limited one (1) year warranty.

MAAX warrants its **GlassShield® film** (Shatter resistant 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.

MAAX warrants **grab bars and accessories** to be free from defects in workmanship and materials under normal use and service for a period of one (1) year from the initial date of purchase by the owner/end-user, contractor or builder from an authorized dealer.

FOR FAUCETS PURCHASED BETWEEN 2009 AND 2021:

MAAX warrants **ceramic cartridges for faucets** against any leaks resulting from normal use by the owner/end-user, contractor or builder for a limited lifetime period.

MAAX warrants **thermostatic polysulfone cartridges** to be free from defects in workmanship and materials under normal use and service for five (5) years from the initial date of purchase by the owner/end-user, contractor or builder from an authorized dealer.

MAAX warrants **pressure-balanced cartridges** to be free from defects in workmanship and materials under normal use and service for five (5) years from the initial date of purchase by the owner/end-user, contractor or builder from an authorized dealer.

MAAX warrants **Chrome, Polished Brass and Brushed Nickel faucet finishes** to be free from defects in workmanship and materials under normal use and service by the owner/end-user, contractor or builder for five (5) years from the initial date of purchase.

FOR FAUCETS PURCHASED FROM 2022 AND AFTER:

MAAX warrants **ceramic cartridges for faucets** against any leaks resulting from normal use by the owner/end-user, contractor or builder for five (5) years from the initial date of purchase.

MAAX warrants **thermostatic polysulfone cartridges** to be free from defects in workmanship and materials under normal use and service for five (5) years from the initial date of purchase by the owner/end-user, contractor or builder from an authorized dealer.

MAAX warrants **pressure-balanced cartridges** to be free from defects in workmanship and materials under normal use and service for five (5) years from the initial date of purchase by the owner/end-user, contractor or builder from an authorized dealer.

MAAX warrants **Chrome, Polished Brass and Brushed Nickel faucet finishes** to be free from defects in workmanship and materials under normal use and service by the owner/end-user, contractor or builder for five (5) years from the initial date of purchase.

MAAX warrants **medicine cabinets** to be free from defects in workmanship and materials under normal use and service for a period of five (5) years from the initial date of purchase by the owner/end-user, contractor or builder from an authorized dealer.

MAAX warrants **storage modules and vanities** to be free from defects in workmanship and materials under normal use and service for a period of five (5) years from the initial date of purchase by the owner/end-user, contractor or builder from an authorized dealer.

MAAX warrants **glass mirrors** to be free from defects in workmanship and materials under normal use and service for a period of two (2) years from the initial date of purchase by the owner/end-user, contractor or builder from an authorized dealer.

MAAX warrants **electrical components, including chromotherapy systems**, to be free from defects in workmanship and materials under normal use and service for a period of two (2) years from the initial date of purchase by the owner/end-user, contractor or builder from an authorized dealer.

MAAX warrants the **factory-treated wood parts** to be free from defects in workmanship and materials under normal use and service for a period of two (2) years from the initial date of purchase by the owner/end-user, contractor or builder from an authorized dealer.

Any product reported to the authorized dealer or to MAAX as being defective within the warranty period will be repaired or replaced (with a product of equal value) at the option of MAAX. Costs for freight associated with shipping of replacement product/parts might be charged to customer. In no event will MAAX be liable for the cost of repair or replacement of any installation materials, including but not limited to, tiles, marble, etc. This warranty extends to the original owner/end-user and is not transferable to a subsequent owner.

Neither the distributor, authorized MAAX dealer nor any other person has been authorized to make any affirmation, representation or warranty

Terms, Conditions and Warranties - United States

other than those contained in this warranty shall not be enforceable against MAAX or any other person.

MAAX reserves the right to modify this warranty at any time, it being understood that such modification will not alter the warranty conditions applicable at the time of the sale of the products in question.

Warranty Service

In order to obtain service provided under this warranty during regular business hours, either contact the dealer or distributor who sold the unit, or contact MAAX directly. MAAX will provide the warranty service described above when the following conditions have been met:

- (1) the failure is of the nature or type covered by the warranty;
- (2) the user has informed an authorized MAAX Agent or Warranty Service Department representative, of the nature of the problem during the warranty period;
- (3) conclusive evidence (e.g., serial number or proof of purchase) has been provided to the foregoing by the user proving that the failure occurred or was discovered within the warranty period; and
- (4) an authorized independent service person or company representative has been permitted to inspect the product during regular business hours within a reasonable time after the user reported the problem.

MAAX's warranty obligation shall be discharged upon tender of replacement or repair. The purchaser's refusal to accept the tender terminates MAAX's warranty obligation. Any product replaced or repaired during the warranty period will be covered during the remaining period of the original warranty.