

## Price

Orders are accepted subject to prices in effect at the time of shipment of this price list and prices are subject to change without notice. The published pricing schedule shows suggested list prices and is subject to a trade discount as determined by MAAX Bath Inc. (hereafter "MAAX"). Orders will be invoiced at the price in effect at the time the orders are placed. Selling prices may be readjusted without notice during the year, for instance if transportation costs increase due to fuel surcharges.

## Conditions of acceptance

The acceptance, shipment or delivery of any order is conditional upon approval of MAAX's credit department 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 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, the recipient notices that certain products are missing, he must immediately notify our customer service department. The recipient must then indicate which products are missing on the delivery slip and countersign it. The enclosed bill of lading allows you to verify shipped and received merchandise.

## Shipping damage

Damage occurring 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 user 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 user, or the user himself. They are 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 (other than doors)

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

- Product is in original, new condition – not previously installed or used as display;
- Product has been in the customer's possession for less than 8 weeks;
- Product is still available in the most current price list (not discontinued) or has not been announced for discontinuation;
- Product is in a standard colour 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
- 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:

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

Prior to returning merchandise a MAAX customer must complete and submit the RGA Request Form supplying 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 its right to reduce such reimbursement as follows:

- MAAX will apply a restocking fee against the reimbursement credit for all returns for any reason other than manufacturing defect or MAAX error. The restocking fee will be 25% for acrylic products and 50% for FRP (fiberglass) products.
- A repair cost will be applied against the credit reimbursement for any repair required to bring a product back to 100% resalable condition. In these circumstances the customer will be notified.
- Any unit returned via common carrier must have the freight prepaid by the customer.
- For any product returned that does not qualify for return as specified above or does not match the RGA form, MAAX will charge a \$25 per unit handling fee. MAAX will notify customers 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 it be scrapped.

## Door Return policy

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

- Product is in original, new condition – not previously installed or used as display;
- Product has been in the customer's possession for less than 8 weeks;
- Product is still available in the most current price list (not discontinued) or has not been announced for discontinuation;
- Product is in a standard colour 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
- 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:

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

Prior to returning merchandise a MAAX customer must complete and submit the RGA Request Form supplying general and specific information about the unit(s) for return.

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- MAAX will apply a 25% restocking fee against the reimbursement credit for all returns for any reason other than manufacturing defect or MAAX error.
- A repair cost will be applied against the credit reimbursement for any repair required to bring a product back to 100% resalable condition. In these circumstances the customer will be notified.
- Any unit returned via common carrier must have the freight prepaid by the customer to the closest participating plant. Contact customer service to locate closest participating plant.

## Cancellation

Orders must be cancelled within 24 hours of receipt of MAAX's confirmation. All cancellation requests must be made by fax and be confirmed by MAAX.

## Design and dimensions

MAAX reserves the right to discontinue products at any time or change specifications and/or design without notice and without incurring obligation. All dimensions are approximate and subject to change without notice. **CLIENT SHALL INFORM OWNER/END-USER ABOUT THE FOLLOWING CONDITIONS AND WARRANTIES**

## Colour variations

MAAX shall not be responsible for variations in granite colour, wood grain, or colour shades in the natural wood used; or for slight differences in colour or texture of the material delivered in relation to the sample shown or provided to the purchaser. The purchaser may not use such differences to obtain a price discount or to cancel the order.

## Product image variation

MAAX shall not be responsible for small variations in photography from actual product.

- Actual product may vary slightly from product shown on images without notice.
- Actual product colours, including Utile wall colours, may vary from colours shown on your monitor and on printed representations, as well as what appears online.

## Maintenance

Regular disinfection provides an effective defence against various types of bacteria that can develop in the deposits building 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 lustre and protect the finish.

Certain types of therapeutic products when added to bath water, or if applied non-diluted directly in 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 could scratch or dull the surface. Mirror should be cleaned with non-ammonia based cleaner only.

## 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 manufacturing date of the unit. 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 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 **fibreglass 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 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. \*Milka door has a limited 1 year warranty.

MAAX warrants **grab bars** 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 **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 a lifetime warranty from the initial date of purchase by the owner/end-user, contractor or builder from an authorized dealer.

MAAX warrants **shower massage systems** 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 **steam systems** to be free from defects in workmanship and materials under normal use and service for a period of five (5) years, and **steam nozzles** for two (2) 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 lifetime warranty 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 chromatherapy 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 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.

## Limitations

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 stain or malfunction caused by ferrous water, hard water or salty water.

The owner/end-user of the product covered by this warranty is entirely responsible for its proper installation and electrical wiring. This warranty is void if unit is not tested prior to final enclosure as per the installation instructions. MAAX neither installs nor 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/end-user must provide access to the components of the product as described in the installation guide, so that MAAX can execute the warranty specified herein.

If such access is not available, all expenses 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 and 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 products. 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, labour 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 factory 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 vary from one state and/or province to another.

## 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. If the product is sold by MAAX as a display, MAAX standard warranty applies.

## Warranty Service

In order to obtain service provided under this warranty during regular business hours, contact the dealer or distributor who sold the unit, or 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) is 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 problem was reported by the user.

MAAX's warranty obligation shall be discharged upon tender of replacement or repair. The purchaser 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.

MAAX products are certified by one or more of the following certification agencies: UL, IAPMO, INTERTEK (ETL) and WARNOCK HERSEY. Certain models are pending certification approval. Certification may be ended by MAAX or certification agencies without notice.



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