



# Bathing Brands

## EmotionWood™ Wall Panels One-Year Limited Warranty

Effective December 1, 2022

Please read the following terms carefully, as they are affected by the installation conditions. Bathing Brands, Inc. does not assume, nor does it authorize any person to assume or extend on its behalf any other warranty obligation or liability. This express warranty constitutes the entire obligation of Bathing Brands, Inc. and there are no other warranties expressed or implied, including any warranty of merchantability or fitness for any purpose whatsoever.

Bathing Brands EmotionWood™ wall panels are warranted to be free from defects in materials or factory workmanship for one year from the date of purchase (except for obvious defects in materials or factory workmanship, of which Bathing Brands must be notified within 30 days of the date of shipment to the customer).

This limited warranty is subject to further conditions listed below.

This limited warranty is subject to use under normal conditions. Abnormal Conditions include exposure to chemicals, fumes, vibrations, presence of standing water, moisture, building leaks or condensation, improper cleaning, excessive humidity, excessive dust or dirt buildup.

What will Bathing Brands do?

Subject to confirmation by Bathing Brands of such product failure, Bathing Brands will deliver, at Bathing Brands's expense, F.O.B., to the place of installation, new product, of the same or similar type and grade, in an amount equal to that which is determined to be defective.

What does this warranty not cover? Damage which may occur from vibrations, fire, water, chemical fumes, freezing temperature, accident or any form of abuse, or exposure to Abnormal Conditions is not covered by this warranty. If subject to Abnormal Conditions, the product should be removed immediately and replaced once the conditions of installation are normal. The growth of mold is not covered by this warranty nor is it the responsibility of Bathing Brands. All products should be maintained to avoid excessive dirt or dust buildup or the presence of excessive moisture that would provide a medium for microbial growth.

This warranty does not extend to sagging or warping or to variations in color, texture, or grain due to natural variation in the characteristics of the wood or changes in color or fading resulting from direct exposure to sunlight or partial exposure to a light source.

**THIS EXPRESS WARRANTY CONSTITUTES THE ENTIRE OBLIGATION OF BATHING BRANDS AND THERE ARE NO OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE WHATSOEVER. LIABILITY IS LIMITED TO THAT SET FORTH BELOW AND BATHING BRANDS SHALL IN NO EVENT BE LIABLE FOR ANY INSTALLATION OR REMOVAL COST OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR PERSONAL INJURY.**

### Warranty Conditions

Prior to installation, the panels must be kept clean and dry in an environment that is not subject to any Abnormal Conditions.

These products cannot be used in exterior applications.

EmotionWood™ products shall be installed in accordance with written Bathing Brands EmotionWood™ installation instructions and/or shop drawings approved by Bathing Brands in effect at the time of installation. Bathing Brands shall have no responsibility for improper installation or alteration to the products by others after shipment.

### How do you get service?

You must notify Bathing Brands of any product failure covered by this warranty within 30 days of first observation of failure by writing to the following address: Bathing Brands, Inc., 511 Glenn Ave, Wheeling, IL 60090, or call us at (800)957-2862.

### How does state law apply?

This warranty gives you specific legal rights and you may also have other rights, which vary from state to state. Some jurisdictions do not allow exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts, so the limitation or exclusion herein may not apply to you.