

# ARIZONA SHOWER DOOR

## LIMITED LIFETIME WARRANTY

EFFECTIVE AUGUST 24, 2015

ARIZONA SHOWER DOOR, (ASD) OFFERS THE FOLLOWING LIMITED WARRANTY ON EACH OF ITS SHOWER ENCLOSURE PRODUCTS (THE "PRODUCT") AND THE COMPONENTS THEREOF. THIS WARRANTY EXTENDS ONLY TO THE ORIGINAL OWNER OR END-USER FOR PERSONAL HOUSEHOLD USE. FOR HEAVY GLASS SWING UNITS, CANYON/SEDONA UNITS, WARDROBE UNITS, COMMERCIAL USES, ADDITIONAL LIMITATIONS APPLY.

ARIZONA SHOWER DOOR WARRANTS THE ASD MANUFACTURED COMPONENTS AND GLASS OF THE PRODUCT TO BE FREE FROM DEFECTS IN WORKMANSHIP AND MATERIALS UNDER NORMAL USE AND SERVICE FOR A PERIOD COMMENCING FROM THE INITIAL DATE OF PURCHASE BY THE OWNER OR END-USER, CONTRACTOR, OR BUILDER, FROM ASD OR AN AUTHORIZED ASD DEALER, THROUGH THE LIFETIME OF THE ORIGINAL OWNER OR END-USER.

ARIZONA SHOWER DOOR WARRANTS THE SEAL STRIP, POLYCARBONATE, AND VINYL COMPONENTS OF THE PRODUCT 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 OR END-USER, CONTRACTOR, OR BUILDER, FROM ASD OR AN AUTHORIZED ASD DEALER.

THE ARIZONA SHOWER DOOR FACTORY APPLIED GLASS PROTECTOR (PURCHASED SEPARATELY) IS NOT COVERED UNDER THE ARIZONA SHOWER DOOR LIFETIME WARRANTY.

SUBJECT TO THE WARRANTY SERVICE PROVISION BELOW, ANY PRODUCT REPORTED TO THE AUTHORIZED DEALER OR TO ASD AS BEING DEFECTIVE WITHIN THE WARRANTY PERIOD WILL BE REPAIRED OR REPLACED (WITH A PRODUCT OF EQUAL VALUE) AT THE OPTION OF ASD. THIS WARRANTY EXTENDS TO THE ORIGINAL OWNER OR END-USER AND IS NOT TRANSFERABLE TO A SUBSEQUENT OWNER. THIS WARRANTY DOES NOT EXTEND TO ANY LABOR CHARGES INCURRED IN THE REMOVAL, RE-INSTALLATION OR REPLACEMENT OF ANY DEFECTIVE PRODUCTS OR PARTS THEREOF. THIS WARRANTY COVERS PARTS ONLY; LABOR, FREIGHT AND OTHER ANCILLARY COST ARE NOT INCLUDED. PROOF OF PURCHASE REQUIRED TO VALIDATE WARRANTY CLAIM.

NEITHER THE DISTRIBUTOR, AUTHORIZED ASD DEALER, NOR ANY OTHER PERSON HAS BEEN AUTHORIZED TO MAKE ANY AFFIRMATION, REPRESENTATION, OR WARRANTY OTHER THAN THOSE CONTAINED IN THIS WARRANTY. ANY AFFIRMATION, REPRESENTATION, OR WARRANTY OTHER THAN THOSE CONTAINED IN THIS WARRANTY SHALL NOT BE ENFORCEABLE AGAINST ASD OR ANY OTHER PERSON.

ARIZONA SHOWER DOOR RESERVES THE RIGHT TO MODIFY THIS WARRANTY AT ANY TIME, IT BEING UNDERSTOOD THAT SUCH MODIFICATIONS WILL NOT ALTER THE WARRANTY CONDITIONS APPLICABLE AT THE TIME OF SALE OF THE PRODUCTS IN QUESTION.

### **LIMITATIONS**

THIS WARRANTY SHALL NOT APPLY TO INSTANCES OF INCORRECT OPERATING PROCEDURES, BREAKAGES, OR DAMAGES CAUSED BY FAULT THROUGH IMPROPER INSTALLATION, CARELESSNESS, ABUSE, MISUSE, MISAPPLICATION, IMPROPER MAINTENANCE, OR ALTERATION OF THE PRODUCT, AS WELL AS CHEMICAL OR NATURAL CORROSION, ACCIDENT, FIRE, FLOOD, AN ACT OF GOD, OR ANY OTHER CASUALTY. AVOID ABRASIVE CLEANERS, STEEL WOOLS, AND HARSH CHEMICALS AS THESE WILL SCRATCH, DAMAGE, AND/OR DULL THE PRODUCT AND/OR FINISH AND VOID THIS WARRANTY.

THIS WARRANTY DOES NOT APPLY TO PRODUCTS THAT HAVE NOT BEEN INSTALLED OR OPERATED IN ACCORDANCE WITH INSTRUCTIONS SUPPLIED BY ARIZONA SHOWER DOOR AND ALL APPLICABLE RULES, REGULATIONS, AND LEGISLATION PERTAINING TO SUCH INSTALLATIONS.

ARIZONA SHOWER DOOR IS NOT LIABLE FOR PERSONAL INJURIES OR DEATHS TO ANY PERSONS OR FOR ANY DIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE, LOSS OF TIME, LOSS OF PROFITS, INCONVENIENCE, INCIDENTAL EXPENSES, LABOR OR MATERIAL CHARGES, OR ANY OTHER COSTS RESULTING FROM THE USE OF THE PRODUCT OR EQUIPMENT 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, ARIZONA SHOWER DOOR MAKES NO WARRANTIES, **EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR COMPLIANCE WITH ANY CODE.**

IN ANY CASE, ARIZONA SHOWER DOOR CANNOT BE HELD LIABLE FOR ANY AMOUNT OVER AND ABOVE THE PURCHASE PRICE PAID FOR THE PRODUCT BY THE OWNER/END-USER, CONTRACTOR, OR BUILDER.

### **HEAVY GLASS SWING UNITS**

IN ADDITION TO THE ABOVE CONDITIONS AND LIMITATIONS, HEAVY GLASS SWING UNITS HAVE A THREE (3) YEAR LIMITED WARRANTY ON THE GLASS AND HARDWARE. IN THE EVENT OF A DEFECT, MALFUNCTION OR OTHER FAILURE OF THE PRODUCT TO WHICH THIS WARRANTY APPLIES, ASD WILL REMEDY THE FAILURE, OR DEFECT, WITHOUT CHARGE TO THE CONSUMER. THE REMEDY WILL CONSIST OF REPLACEMENT OF THE PRODUCT OR REFUND OF THE PURCHASE PRICE AT ASD'S OPTION.

### **CANYON/SEDONA UNIT**

IN ADDITION TO THE ABOVE CONDITIONS AND LIMITATIONS, ARIZONA SHOWER DOOR WARRANTS THE GLASS, HARDWARE COMPONENTS, PLASTIC, POLYCARBONATE, AND VINYL STRIPS OF THE PRODUCT 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 OR END-USER, CONTRACTOR, OR BUILDER, FROM ASD OR AN AUTHORIZED ASD DEALER.

### **COMMERCIAL LIMITATIONS**

IN ADDITION TO THE ABOVE CONDITIONS AND LIMITATIONS, THE WARRANTY PERIOD FOR PRODUCTS INSTALLED FOR COMMERCIAL APPLICATIONS OR USED IN COMMERCIAL VENTURES, INCLUDING BUT NOT LIMITED TO MOTELS, HOTELS, STUDENT HOUSING, CONDOS, APARTMENTS, AND FITNESS CENTERS, IS ONE (1) YEAR FROM THE INITIAL DATE OF PURCHASE BY THE OWNER/END-USER, CONTRACTOR, OR BUILDER FROM AN AUTHORIZED DEALER. ARIZONA SHOWER DOOR IS NOT RESPONSIBLE FOR LOSS OF USE OR PROFIT UNDER ANY CIRCUMSTANCES. IF THE PRODUCT IS USED AS A DISPLAY, THE WARRANTY PERIOD BEGINS WHEN THE PRODUCT IS PLACED ON DISPLAY.

### **WARDROBE UNITS**

ARIZONA SHOWER DOOR WARDROBES HAVE A LIMITED TWENTY FIVE (25) YEAR WARRANTY AND ARE VALID FROM THE DATE OF PURCHASE. THIS LIMITED WARRANTY APPLIES TO DOMESTIC USE ONLY AND COVERS DEFECTS IN MATERIAL AND WORKMANSHIP. THIS INCLUDES DOOR FRAME, TOP AND BOTTOM TRACKS, TOP GUIDES AND BOTTOM ROLLERS WHERE APPLICABLE. THIS LIMITED WARRANTY DOES NOT APPLY TO PRODUCTS THAT HAVE NORMAL WEAR AND TEAR OR DAMAGES RESULTING FROM MISUSE, ABUSE, NEGLIGENCE, IMPROPER INSTALLATION, ACCIDENTS, EXPOSURE TO CHEMICAL AND/OR ABRASIVE CLEANERS. THIS WARRANTY DOES NOT COVER STEEL COMPONENTS THAT RUST OR CORRODE.

### **WARRANTY SERVICE**

IN ORDER TO OBTAIN SERVICE PROVIDED UNDER THIS WARRANTY DURING REGULAR BUSINESS HOURS, FIRST CONTACT THE DEALER OR DISTRIBUTOR WHO SOLD THE UNIT. ARIZONA SHOWER DOOR WILL PROVIDE THE WARRANTY SERVICE DESCRIBED ABOVE WHEN THE FOLLOWING CONDITIONS HAVE BEEN MET: THE FAILURE IS OF THE NATURE OR TYPE COVERED BY THE WARRANTY; THE USER HAS INFORMED AN AUTHORIZED ASD AGENT OR ASD'S WARRANTY SERVICE DEPARTMENT REPRESENTATIVE OF THE NATURE OF THE PROBLEM DURING THE WARRANTY PERIOD; CONCLUSIVE EVIDENCE (E.G., PROOF OF PURCHASE OR INSTALLATION) IS PROVIDED TO THE FOREGOING BY THE USER PROVING THAT THE FAILURE OCCURRED OR WAS DISCOVERED WITHIN THE WARRANTY PERIOD; AN AUTHORIZED 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. ASD'S WARRANTY OBLIGATION SHALL BE DISCHARGED UPON TENDER OF REPLACEMENT OR REPAIR. THE CUSTOMER'S REFUSAL TO ACCEPT THE TENDER TERMINATES ASD'S WARRANTY OBLIGATIONS.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS, WHICH VARY, FROM STATE TO STATE. SHOULD YOU HAVE ANY QUESTIONS CONTACT:

**ASD CUSTOMER SERVICE DEPARTMENT**

1-800-255-1901

602-447-0000

OR WRITE TO

**ARIZONA SHOWER DOOR**

2801 WEST INDIAN SCHOOL ROAD

PHOENIX, AZ 85017