

SHOWER PANEL LIMITED LIFETIME WARRANTY

VIGO

**VIGO INDUSTRIES, LLC (“VIGO”)
EFFECTIVE JANUARY 1, 2019**

VIGO offers the following limited warranty on each of its SHOWER PANEL Products* (the “Product”). This warranty extends only to the original purchaser/end-user for personal household use and is not transferrable. For commercial use, additional limitations apply. VIGO warrants the mechanical components to be free from defects in workmanship and materials under normal household use for the period of TWO (2) years from the initial date of purchase by the purchaser/end-user, contractor, or builder, from VIGO or an authorized VIGO Dealer. VIGO warrants the finish of the Product to be free from defects in workmanship and materials under normal household use for the lifetime of the product by the original purchaser/end-user. Subject to the Warranty provisions below, any product reported to VIGO or an authorized dealer as being defective within the warranty period will receive replacement parts and/or troubleshooting assistance to correct the issue. If a replacement unit is deemed necessary by VIGO, the replacement will be made with the same model (or with a product of equal value). This warranty extends to the original purchaser/end-user and is not transferrable to a subsequent owner. Neither the distributor, authorized dealer, nor any other person has been authorized to make any affirmation, representation, or warranty other than those contained in this warranty. Products sold in “as-is” condition, closeouts, discounted, resale, return purchases or purchases made through non-authorized dealers are not covered under the terms of this warranty. Any affirmation, representation, or warranty other than those contained in this warranty shall not be enforceable against VIGO or any other person. VIGO reserves the right to modify this warranty at any time with the understanding that such modifications will not alter the warranty conditions applicable at the time of sale for 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 damage due to hard water, chemical or natural corrosion, accident, fire, flood, an act of God, or any other casualty. When cleaning, handling, and maintaining the Product, 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. The owner/end-user of the Product covered by the present warranty is entirely responsible for all labor costs, proper installation and any applicable plumbing or electrical wiring. VIGO neither installs nor supervises installation, nor hires contractors for this purpose. VIGO cannot be held responsible for any default, breakage, or damages caused thereby or resulting thereof, either directly or indirectly. The owner/end-user must provide requested images, photos, videos of the Product as described in the installation guide so that VIGO can properly troubleshoot and execute the warranty specified herein. All repair expenses and labor are the responsibility of the owner/end-user. This warranty does not apply to Products that have not been installed or operated in accordance with instructions supplied by VIGO and all applicable rules, regulations, and legislation pertaining to such installations. This warranty does not apply unless the VIGO Product is installed by a fully insured, licensed professional. VIGO strongly recommends that such licensed professional have experience in the installation of bathroom and kitchen products. Installation of certain products, including but not limited to glass products (i.e. shower doors and glass sinks) by an inexperienced person may result in glass breakage, and consequently may cause personal injury or death. VIGO 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 other costs resulting from the use of the Product or equipment 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, VIGO MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURCHASE OR COMPLIANCE WITH ANY CODE. VIGO cannot be held liable for any amount over and above the purchase price paid for the Product by the owner/end-user, contractor, builder, or other installation professional.

COMMERCIAL LIMITATIONS

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

WARRANTY CONDITIONS

In order to obtain the warranty provided, please contact the VIGO Product Support Department during normal business hours option 2 or via email at SUPPORT@VIGOINDUSTRIES.COM. VIGO will assist with troubleshooting and provide replacement parts as 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 VIGO of the nature of the problem during the warranty period; conclusive evidence (e.g. proof of purchase and images, video, etc.) is provided to the foregoing by the user proving that the failure occurred or was discovered within the warranty period. VIGO's warranty obligation shall be discharged upon tender of replacement parts or product replacement. The customer's refusal to accept the tender terminates VIGO's warranty obligations.

*Certain models are pending approval.
Certification may be ended by VIGO or certification agencies without notice.