

# ***Transferable, Lifetime Limited Warranty Certificate***

**Product Warranty:** Oasis Bath Solutions LLC (Oasis) the “contractor” or “installer” of wall surrounds, shower floors/bases, replacement bathtubs, shower accessories, (collectively referred to as “Product”) warrants its Product will be free of material defects for as long as the residential Customer (“Customer”) owns the home where the Product was installed.

**Labor Warranty:** Oasis also guarantees the installation/workmanship of the Product for as long as the Customer owns the home. This means that Oasis will guarantee installation of all Products to manufacturer standards in order to comply with their warranties. Oasis warrants that the surface of the Product will not materially fade, yellow, crack, bubble, or peel under normal use and when cared for under the guidelines set forth by Oasis.

**Warranty Transfer:** Customer may transfer this warranty to a buyer of Customer’s residence (“Buyer”) where the Product was installed. The buyer must notify Oasis Bath Solutions LLC in writing of the new Buyers contact information and acknowledgment of the Care and Maintenance Instructions within thirty (30) days of closing of the home sale. If Oasis is not notified in writing by the buyer of the warranty transfer within thirty (30) days of the sale, the warranty will be voided.



This warranty is subject to the exemptions, procedures and disclaimers on the next page as well as those listed in the Contract

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### **Warranty Exemptions, Procedures and Disclaimers:**

In the event of a failure of the Product under these terms, Oasis reserves the right to partially repair, completely replace, or provide a full or partial refund, whichever Oasis deems appropriate in its sole discretion. Upon learning of any warranty claim, Oasis will take steps to assess the claim, determine a course of action and effectuate repair or other remedy under the terms of this warranty for covered Products/Services. Any warranty work is subject to then current lead times and then current product availability.

In addition, this warranty is void if damage is caused by contact with any of the following: dyes, paints, inks, certain cosmetics, or cleaning agents, abrasive pads, pigments, certain foods, paint remover, fingernail polish remover, solvents or other chemicals, cigarettes or other sources of extreme heat, or abuse of any kind whether intentional or unintentional. This warranty covers only normal use of the bath/shower and normal wear and tear. If the bath/shower is not regularly cleaned and maintained, this warranty is voided. The warranty does not cover instances of home destruction from storms, fire, acts of God and the like.

THIS WARRANTY IS IN LIEU OF ALL WARRANTIES, EXPRESSED OR IMPLIED, AND IS IN FACT THE ONLY WARRANTY OFFERED BY OASIS. THIS WARRANTY IS FOR OASIS INSTALLED PRODUCTS AND WORK ONLY. OASIS DOES NOT WARRANT ANY HOMEOWNER PROVIDED PRODUCTS OR LABOR. UNDER NO CIRCUMSTANCES WILL OASIS BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGE TO PERSONAL PROPERTY, LEGAL SERVICES, AND LOSS OF TIME OR TRAVEL) UNDER THIS WARRANTY. THIS WARRANTY EXPRESSLY EXCLUDES LOSS OF VALUE, LOSS OF USE, STIGMA AND DIMINUTION IN VALUE RELATED TO ANY COVERED FAILURE CLAIMED UNDER THIS WARRANTY. IN NO WAY SHALL THE TOTAL LIABILITY OF OASIS EXCEED THE TOTAL AMOUNT PAID BY THE CUSTOMER FOR SERVICES PROVIDED AND/OR THE GOODS PURCHASED. THE WARRANTY OBLIGATIONS OF OASIS ARE VOID AND OF NO EFFECT IF THE CUSTOMER HAS FAILED TO PAY FOR ANY GOODS OR SERVICES.

