

LIMITED WARRANTY ON DELTA® BATHING PRODUCTS

Bathing

This Delta® bathing products is warranted to the original consumer purchaser or commercial purchaser, as applicable, to be free from defects in material and workmanship for the applicable period specified below:

Tubs, Shower Bases and Walls

Ten (10) years from the date of purchase by the original consumer purchaser or, for commercial users, one (1) year from the date of purchase.

Glass and Frameless Shower Enclosures and Shower Doors

Five (5) years from the date of purchase by the original consumer purchaser or, for commercial users, one (1) year from the date of purchase.

What We Will Do

Masco Canada Limited will repair or replace, free of charge, during the applicable warranty period (as described above), any item that proves defective in material and/or workmanship under normal installation, use and service. If repair or replacement is not practical, Masco Canada Limited may elect to refund the purchase price (the return of the product may be required at Masco Canada Limited option). Masco Canada Limited reserves the right to discontinue and/ or change models, colours and specifications in design on all products without notice and without incurring obligations. These are your exclusive remedies.

What is Not Covered

The following are not considered to be defects in material or workmanship and are not covered by this warranty:

1. Product variances $\pm 0.25"$ (6mm) are within manufacturer's standard tolerance.
2. Pooling of water in the bathtub up to 4.0" (102 mm) in diameter is deemed within manufacturer's standard tolerance. Bathtub must be installed level in all directions.
3. Bathtubs and showers may flex and creak when installed in accordance with manufacturer's specifications.

In addition, any labour charges incurred by the purchaser to repair, replace, install or remove this product are not covered by this warranty. Masco Canada Limited shall not be liable for any damage to the product resulting from reasonable wear and tear, outdoor use, misuse (including

use of the product for an unintended application), abuse, neglect or improper or incorrectly performed installation, maintenance or repair, including failure to follow the applicable care and cleaning instructions. Masco Canada Limited recommends using a professional plumber for all installation and repair. We also recommend that you use genuine Delta® replacements parts.

What You Must Do To Obtain Warranty Service or Replacement Parts

A warranty claim may be made, and replacement parts may be obtained by calling 1-800-345-DELTA (1-800-345-3358) or by contacting us by mail, e-mail, or online as follows (please include your model number, serial number and date of purchase):

In Canada:

Masco Canada Limited, Plumbing Group
350 South Edgeware Road
St. Thomas, Ontario, Canada N5P 4L1

Online: <https://www.deltafaucet.ca/service-parts/contact-us>

DO NOT USE CERTAIN CLEANING PRODUCTS

Cleaning products containing the following chemicals can cause this bathing product to crack or discolour and use of cleaning products containing these chemicals will void this warranty:

- Abrasives
- Acetone (including nail polish remover)
- Dry Cleaning Solutions
- Laquer Thinners
- Gasoline
- Pine Oil
- Solvents

Limitation on Duration of Implied Warranties

NOTICE: Some states/provinces (including Quebec) do not allow limitations on how long an implied warranty lasts, so the limitations below may not apply to you.

TO THE EXTENT PERMITTED BY LAW, ANY IMPLIED WARRANTY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, IS LIMITED TO THE STATUTORY PERIOD OR THE DURATION OF THIS WARRANTY, WHICHEVER IS SHORTER.

Limitation of Special, Incidental or Consequential Damages

NOTICE: Some states/provinces (including Quebec) do not allow the exclusion or limitations of special, incidental or consequential damages, so the limitations and exclusions below may not apply to you. Notice to residents of the state of New Jersey: The provision of this warranty, including limitations, are intended to apply to the fullest extent permitted by the laws of the State of New Jersey.

MASCO CANADA LIMITED SHALL NOT BE LIABLE FOR ANY SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LABOUR CHARGES TO REPAIR, REPLACE, INSTALL OR REMOVE THIS PRODUCT), WHETHER ARISING OUT OF BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, TORT, OR OTHERWISE. MASCO CANADA LIMITED SHALL NOT BE LIABLE FOR ANY DAMAGE TO THE PRODUCT RESULTING FROM REASONABLE WEAR AND TEAR, OUTDOOR USE, MISUSE (INCLUDING USE OF THE PRODUCT FOR AN UNINTENDED APPLICATION), ABUSE, NEGLIGENCE OR IMPROPER OR INCORRECTLY PERFORMED INSTALLATION, MAINTENANCE OR REPAIR, INCLUDING FAILURE TO FOLLOW THE APPLICABLE CARE AND CLEANING INSTRUCTIONS.

Additional Rights

This warranty gives you special legal rights, and you may also have other rights which vary from state/province to state/province.

This is Masco Canada Limited exclusive written warranty and the warranty is not transferable.

If you have any questions or concerns regarding technical support, installation or our warranty, please contact us as provided above or visit <https://www.deltafaucet.ca/service-parts/contact-us>.