

# COMMERCIAL TERMS & CONDITIONS

## 1. MODIFICATIONS

BainUltra® reserves the right to change, without notice, the models, the colors, the specifications and the prices of its products.

## 2. PAYMENT TERMS

A quick payment discount of 2% can be applied if all sums due are paid by the 10th of the month following the invoice date. Interest charges of one point five percent (1.5%) per month, eighteen percent (18%) per year, will be charged on all past due accounts. Administrative fees of fifteen percent (15%) will be added to the interest charges on all overdue accounts when payment is obtained through a collection agency.

## 3. MERCHANDISE OWNERSHIP

BainUltra® will remain the owner of all the products sold to Dealer until full and final payment of the invoice is received by BainUltra®. Until such time that an invoice is paid in full, the Dealer must take reasonable care of the BainUltra® merchandise and will be held responsible for all losses and damages when in possession of the merchandise so long as Dealer is solvent. Upon request of BainUltra®, the Dealer must provide proof of insurance to BainUltra®. In the event that one of the parties files for bankruptcy, standard security interest priorities will apply.

## 4. ADVISING OBLIGATIONS

Dealer agrees to advise BainUltra®, without delay, of all seizures, losses or damages that involve any BainUltra® products in Dealer's inventory for which BainUltra® has not been paid in full.

## 5. INTELLECTUAL PROPERTY RIGHTS

Dealer acknowledges that all intellectual property rights regarding BainUltra®'s business, activities, products, promotional materials, and any technology pertaining thereto, are the sole property of BainUltra®. Dealer agrees to limit its use of BainUltra®'s intellectual property rights to only those uses expressly authorized by BainUltra®. Dealer agrees to promptly and fully inform BainUltra® of any infringement or alleged infringement of any BainUltra® intellectual property right by any person, including any competitor of BainUltra®, of which Dealer may become aware.

## 6. NON-STANDARD PRODUCT

1. All modifications brought to a standard product will be considered as a non-standard product (ex: removing grab bars). Therefore no deduction of price will be applied to any option removed from a standard product. As for added features (listed as options & upgrades), the price applied will be as listed in the price list.
2. Once in production, a non-standard product cannot be cancelled by Dealer and will be invoiced and shipped as ordered, no return possible (see restocking charges).

## 7. RESTOCKING CHARGES

Merchandise may not be returned for any reason without prior written consent from BainUltra. With the exception of TMU baths with Chromatherapy and factory installed tile flange, ***no return will be accepted on a non-standard bath and baths without system.***

Products returned for any reason other than BainUltra's error will be subject to a 25% restocking and handling charge on the Dealer's base net price, in addition to all applicable charges for labor, material and/or freight. BainUltra Inc. reserves the right to refuse a return on a non-standard bath.

## 8. COLLECTION CHARGES

In the event that any payment due to BainUltra® hereunder is collected at law or through an attorney-at-law, or under advice therefrom, or through a collection agency, Dealer agrees to pay all costs of collection, including, without limitation, all court costs, reasonable attorneys' fees and/or collection agency fees.

## 9. FREIGHT CHARGES

Freight charges apply to soakers as well as residential, commercial and construction site drop shipments. Add a \$50 fee for a TUB only with at least one therapy. Other shipping charges such as reconsignment, redelivery and storage charges may apply when requested by a dealer or customer. Please contact the BainUltra® order desk for applicable fees.

## 10. CURRENCY

Unless otherwise indicated, all dollar amounts referred to in these terms and conditions are in United States funds for sales in the U.S.A. and in Canadian funds for sales in Canada.

# THE BAINULTRA® LIMITED WARRANTY®

This limited warranty is extended only to the original purchaser of the unit who has possession of his or her receipt of purchase, and is valid only when the unit has been purchased through an authorized Bains Ultra Inc. ("BainUltra®") retailer and has been registered with BainUltra® (registration not required for consumer purchasers domiciled in the Province of Québec). This warranty is not transferable under any circumstance. Please note that you are responsible for inspecting the product and all parts prior to installation. This warranty will not apply if a product with visible defects has been installed without providing notice to BainUltra® of the defect.

Your BainUltra® ThermoMasseur® or soaking bath is covered by the best warranty in the industry. BainUltra® guarantees the shell material (made with pure acrylic or FineStone™) and motor turbine of your bath for a twenty-(20) year period from the original purchase date against defects in materials and workmanship.

In the case of the electronic components of the therapeutic baths parts of the Vedana® and the **NEW** technologies Geysair®, AromaCloud®, WarmTouchShell® and Chromatherapy. BainUltra® guarantees against defects in materials and workmanship for a five-(5) year period from the original purchase date.

Towel bars, grab bars and metallic feet are guaranteed for a two-(2) year period.

The wastes and overflows are guaranteed for a one-(1) year period from the original purchase date.

The Akaša® Bath Pillow and Comfort Cushion are guaranteed for a two-(2) year period.

For the wooden complementary product Akaša (Chair, footrest, legrest, espalier), BainUltra® guarantees that, in their original manufacturing form, these parts are free of any manufacturing, dimensional or strongly apparent natural defects for a one-(1) year period from the original purchase date.

Tile flanges are guaranteed prior to installation only.

## THE BAINULTRA® LIMITED WARRANTY®

BainUltra® ThermoMasseur®: 20 years, Vedana®: 5 years

BainUltra® products are designed for residential use only. BainUltra® products used for commercial or display applications will be limited to a two-(2) year warranty against defects in materials and workmanship regardless of the specific nature of any potential defects.

BainUltra® products sold outside of North America will be limited to a parts-only warranty through the dealer of the sale. Our service department will help diagnose any problems with your unit and will provide parts only for repairs or replacements covered by the warranty. All parts will be shipped to the dealer in North America. BainUltra® will not be responsible for cost of shipping or servicing outside of North America. Any part that must be changed during the warranty period will be covered by the original warranty or for a two-(2) year period following replacement, according to the first contingency.

### EXCLUSIONS

The above-stated limited warranty applies as long as: i) the damage is not caused by an accident, abuse, misuse, fire, insects, use of abrasive products, force majeure or an act of God. The above-stated limited warranty does not apply to:

i) Transport, handling or installation damages; or ii) wood components that will, because of their organic nature, expand when exposed to seasonal changes, normal heating variations and normal exposure to sunlight which will slightly alter the wood tint.

Moreover, this warranty is void if: i) your BainUltra® ThermoMasseur® bath, your Vedana®, or any other BainUltra® product is installed by anyone other than a licensed contractor; ii) your BainUltra® bath, your Vedana®, or any other BainUltra® product or part thereof has been modified or if any repairs have been attempted by anyone other than BainUltra®, an authorized BainUltra® dealer, or other representative of BainUltra®; or iii) the unit is installed outdoors, or has not been installed in accordance with BainUltra®'s instructions, or in compliance with local codes and ordinances.

Because of their organic nature, wood components will expand and contract with seasonal changes and normal heating variations. With time, normal exposure to sunlight will slightly alter the wood tint. These changes are not covered by the warranty.

Any and all components that are not provided by BainUltra®, as well as any items attached or installed on your BainUltra® ThermoMasseur®, your Vedana®, or on any other BainUltra® product after the date of manufacture are expressly excluded from this limited warranty.

This limited warranty does not cover any breakage and/or damage resulting from improper (non-factory) installation of AromaCloud® technology.

As for the Monarch collection, quartz bathtub deck surface is very strong and resilient; however it can be damaged by impact. The Monarch limited warranty will not cover any damage due to chipping or damage from impact to the surface of the material including scratching.

This would include any failure by the installer who has not followed the necessary installation techniques specified in the installation manual supplied by BainUltra. Any installation that has been found to be the result of improper installation will be the sole responsibility of the installer to repair or replace.

### PROCEDURE

Any defect involving BainUltra®'s potential liability under this limited warranty shall be reported to BainUltra® within ten-(10) days of its occurrence. To assist you with your warranty, please contact BainUltra®'s customer service by email, telephone or fax between 8 a.m. to 6 p.m. Monday to Thursday (EST) or 8 a.m. to 5 p.m. on Friday (EST).

Email: [info@bainultra.com](mailto:info@bainultra.com) Tel.: 1 800 463-2187 or 418 831-7701  
Fax: 1 800 382-8587 or 418 831-6623

BainUltra 956, chemin Olivier Lévis, Québec Canada G7A 2N1

Proof of purchase and date of purchase will be required. Units claimed to be defective shall be held until inspected by an authorized representative of BainUltra®, and upon their specific instructions, units found to be defective will be repaired or replaced at BainUltra®'s exclusive choice. The liability of BainUltra® with respect to the sale of this unit shall be limited to repair or replacement by a similar product as provided above and does not include any cost of removal, reinstallation, transport and shipping of defective product, loss of time, salary or any other expenses as well as any consequential damages of any kind.

BainUltra® and its representatives shall not be liable for any injury, loss, cost or other damage, whether direct, consequential, incidental, or special, that arise from any defect covered under this limited warranty, even if BainUltra® has been advised of the possibility of such damage. Some states and provinces may not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you, but these limitations or exclusions will be enforced to the maximum extent of the law.

An adequate access way to mechanical and electrical parts of your BainUltra® ThermoMasseur® bath, your Vedana®, or any other BainUltra® product must be anticipated and prepared before an authorized representative arrives on the premises to carry out a repair. The costs incurred to provide access to the motor turbine, the electronic module or the heating system will not be covered by this warranty.

### LIMITATIONS

Except for consumer purchasers domiciled in the Province of Québec, and except to the extent prohibited by applicable law, this limited warranty replaces all other warranties, expressed or implied, in fact or at law, including implied warranties based on course of dealing, usage of trade, and merchantability and fitness for a particular purpose. (Inapplicable in Québec). The terms of this limited warranty cannot be modified or extended in any way whatsoever by any agent, dealer, distributor, service company or party other than BainUltra®.

BainUltra® excludes any statement in any advertisement or instruction, any picture, or any guideline as an express warranty for our products. We recognize that some states and provinces may not allow limitations on implied warranties, so the above limitations and exclusions may not apply to you, but they will be enforced to the maximum extent of the law.

### LEGAL RIGHTS

This limited warranty gives specific legal rights and is not applicable if it interferes with any law or regulation in any state, province or country.

### TURBINE LOCATION

The turbine must be remotely installed on certain TMU bath models. Please, follow the specific installation instructions of the Owner's Manual otherwise the warranty will be void.

Failure to follow these instructions may result in serious personal injury or property damage for which BainUltra cannot be held responsible.