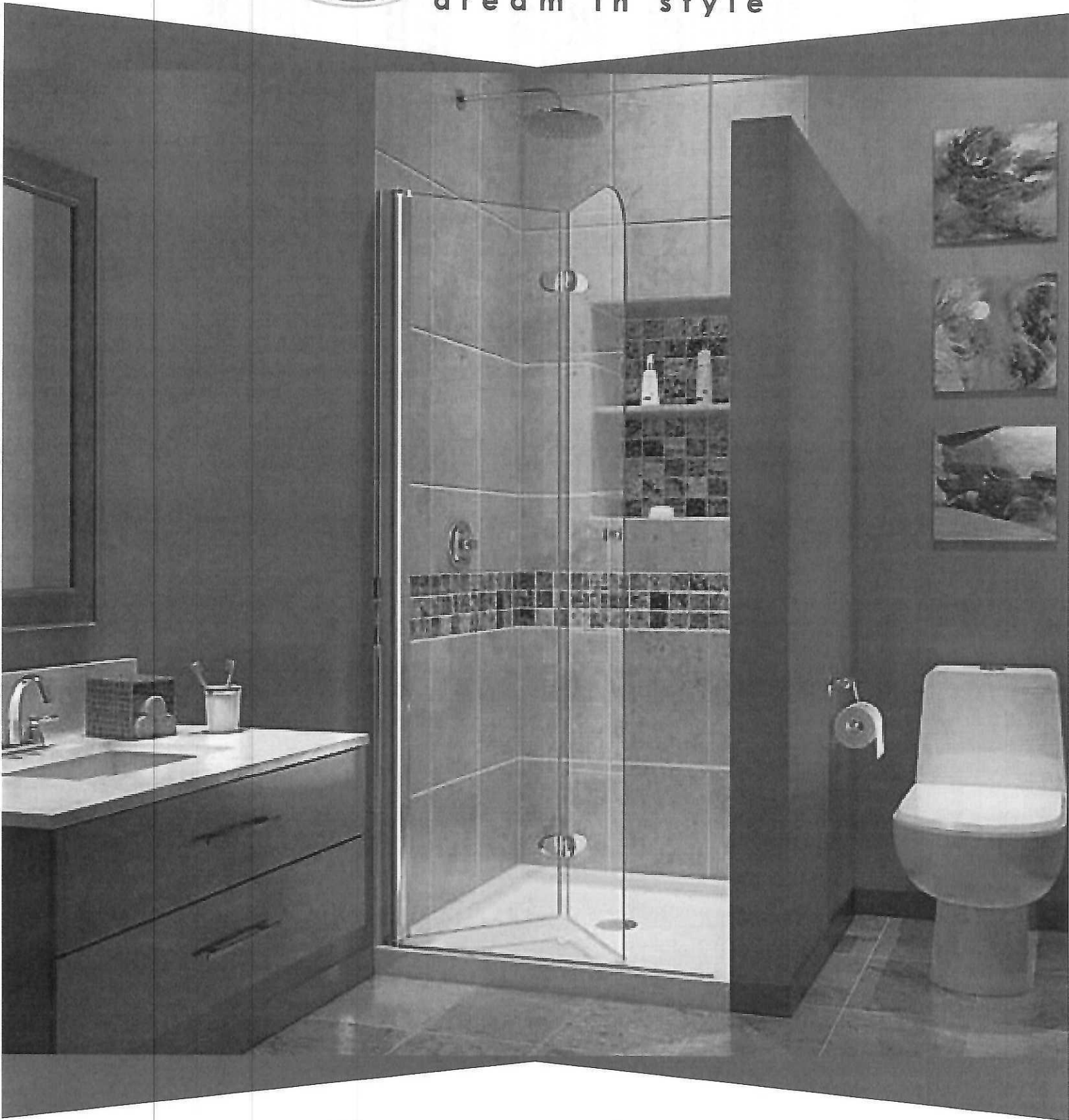




Warranty, Terms and Conditions

www.DreamLine.com

DreamLine hereby disclaims all warranties for products sold as dealer or store displays. DreamLine hereby disclaims all warranties for products used outside of the United States or Canada whether expressed or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

WARRANTY TERMS

DreamLine will, at its election, repair or replace the product found by DreamLine in its sole judgment, to be defective within the warranty period under normal residential use and maintenance. The replacement of a product is limited to supplying a replacement product or part (same as existing or if not available, comparable product). DreamLine warranty obligation shall be discharged upon tender of parts, replacement or repair of the product. Purchaser's refusal to accept the tender terminates all warranty obligations and **VOIDS THE WARRANTY**. Cost of freight for returning products to DreamLine for repairs or replacement under this limited warranty are the responsibility of the customer. Cost of freight associated with shipping of replacement product(s) or parts covered by this warranty is the responsibility of the original user. Any product replaced or repaired during the warranty period will be covered only for the remaining period of the original warranty. In no event will DreamLine be liable for costs of repair or replacement of any installation material, including but not limited to tile, marble, etc. **DREAMLINE IS NOT RESPONSIBLE FOR INSTALLATION, REMOVAL OR REINSTALLATION COSTS OF ANY PRODUCT REQUIRING WARRANTY SERVICES.**

Any modification or alteration of any DreamLine products will void the warranty. Neither the authorized DreamLine dealer, nor any other person is permitted 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 DreamLine or any other person.

DreamLine product installations and repairs must be performed by either a DreamLine authorized agent or a licensed, insured and experienced professional contractor - installation or repairs performed by any other party shall void the warranty. This warranty shall not apply to breakage or damages caused by normal wear and tear, fault, carelessness, abuse, misuse, misapplication, improper maintenance, alteration or modification of the unit, as well as chemical or natural corrosion, accident, fire, flood, act of God or any other casualty. Improper care and cleaning will void the warranty. Use of cleaners containing abrasive cleansers, ammonia, bleach, acids, waxes, alcohol, solvents or other products not recommended for hardware finishes, glass or acrylic as they may damage the metal or glass finish of your shower door or shower enclosure and will void the warranty. For additional product maintenance instructions please refer to the product installation manual. DreamLine is not responsible for any issues arising in connection with errors or omissions in information provided on DreamLine or dealers' websites. This warranty does not extend to any non-DreamLine plumbing or components installed by installers, end users or by any party other than DreamLine.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BATH AUTHORITY LLC ("DREAMLINE") AND/OR SELLER DISCLAIMS ALL LIABILITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. DREAMLINE IS NOT LIABLE FOR PERSONAL INJURIES OR DEATH TO ANY PERSON OR FOR ANY DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE, LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, INCONVENIENCE, INCIDENTAL EXPENSES, LABOR OR MATERIAL CHARGES, OR ANY OTHER COSTS RESULTING FROM THE USE OF ITS PRODUCTS 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.

PRODUCT WARRANTY PERIODS

The laws and regulations that govern the installation and use of shower or tub doors, shower enclosures and shower bases vary widely by region, state or municipality. Except as otherwise provided above, DreamLine makes no warranties, expressed or implied, including warranties of merchantability and fitness for a particular purpose or compliance with any code. DreamLine is not responsible for verifying building code restrictions on installation or use and any such compliance is excluded from this warranty. DreamLine reserves the right to modify this warranty at any time - such warranty modifications will not alter the warranty applicable at the time of sale of the products in question. The warranty terms for specific products for consumer (non-industrial, non-commercial, non-business use only) are:

SHOWER & TUB DOORS, SHOWER ENCLOSURES GLASS

DreamLine shower doors, tub doors, and shower enclosures are backed by a Limited Lifetime Warranty. DreamLine warrants the glass of shower doors, tub doors and shower enclosures to be free from defects in workmanship and materials under normal residential use for a period commencing from the initial date of purchase by the owner/end-user, contractor or builder from an authorized DreamLine dealer for the life of the product as long as the original consumer purchaser owns the home in which the product is installed. Warranty for plastic seal strips, sweeps or any other vinyl components shall be limited to one (1) year. DreamLine does not warrant glass for scratches, chips, water spots, breaking or any other damage after installation.

SHOWER & TUB DOORS, SHOWER ENCLOSURE HARDWARE

DreamLine shower door, tub door, and shower enclosure hardware is backed by a Limited Lifetime Warranty. DreamLine warrants shower door, tub door and shower enclosure hardware (i.e. handles, rollers, hinges, profiles, clips, guides, brackets, towel bars) in **chrome, brushed nickel, polished stainless steel and brushed stainless steel finishes only** to be free from defects in workmanship and materials under normal residential use for a period commencing from the initial date of purchase by the owner/end-user, contractor or builder from an authorized DreamLine dealer for the life of the product as long as the original consumer purchaser owns the home in which the product is installed. Warranty for any part in **oil rubbed bronze or satin black finish** shall be limited to one (1) year.

SHOWER BASES

DreamLine warrants shower bases purchased by the owner/end-user, contractor or builder from an authorized DreamLine dealer to be free from defects in workmanship and materials under normal residential use for the life of the product as long as the original consumer purchaser owns the home in which the product is installed.

ACRYLIC SHOWER BACKWALLS

DreamLine warrants acrylic shower backwalls to be free from defects in workmanship and materials under normal residential use for a period of one (1) year from initial date of purchase by the owner/end-user, contractor or builder from an authorized DreamLine dealer.

SHOWER COLUMNS

DreamLine warrants shower columns to be free from defects in workmanship and materials under normal residential use for a period of one (1) year from the initial date of purchase by the owner/end-user, contractor or builder from an authorized DreamLine dealer.

DREAMLINE®

TERMS & CONDITIONS

Bath Authority LLC ("DreamLine®") reserves the right to change these Terms and Conditions at any time. Any changes are effective immediately and will be posted on the DreamLine website www.DreamLine.com in the secure Dealer Portal section at dealerweb.DreamLine.com. DreamLine is not responsible for typographical errors in pricing or product specification(s), inaccuracies in our catalog, pricelist, or marketing materials - please refer to DreamLine dealer portal for latest product and pricing information updates. Dealer agrees to review the Terms and Conditions on a regular basis, and be bound by these Terms and Conditions as they are updated or changed. **It is the dealer's responsibility to comply with and communicate all relevant DreamLine Terms & Conditions to their client(s)/end consumers or third party contractors.**

DEALER APPLICATION / TERMS

To be set up as an Authorized DreamLine Dealer, a perspective dealer must complete in full a Perspective Dealer Questionnaire and submit it to DreamLine. Completed questionnaires will be reviewed, verified and processed. Once the questionnaire is approved by DreamLine, the perspective dealer will receive a DreamLine Dealer Application (via DocuSign). The dealer application must be completed in its entirety and sent back to DreamLine (via DocuSign). After application approval, the perspective dealer must commence and complete a mandatory DreamLine 'on boarding' curriculum. Upon completion of the on boarding curriculum, the perspective dealer is now an Authorized DreamLine Dealer and can submit purchase orders on a pre-paid basis via Master Card, Visa, electronic bank check (ACH), bank wire transfer or company check (orders will not ship until company check clears DreamLine bank).

To be considered for "Net" terms dealers must complete a Credit Application. If Net terms are granted, all items purchased on credit are due payment in full to DreamLine within (30) days from the date of invoice. Interest charges of 15% are assessed on all past due invoices. Interest shall be assessed on unpaid balances until the outstanding balance is paid in full. Any payments made on dealer's credit account will first be applied to unpaid interest charges, then to the outstanding invoices or additional purchases. A fee of \$35.00 will be charged on any returned check. **DreamLine reserves the right to terminate a dealer's net term arrangement at any time and insist on future pre-paid transactions only. Orders will be placed on "hold" status and product will not be shipped while the dealer's credit account shows any past due unpaid invoices, interest charges or is over the credit limit.** If dealer's account is placed for collections with third party collections firm or attorney, dealer's discount from the MSRP price will be immediately void and all outstanding invoices for purchases made by the dealer will be due and payable in full at published MSRP prices. Dealer agrees to pay all costs of invoice collections and any reasonable court of law and/or attorney fees.

NON-EXCLUSIVE COPYRIGHT AND TRADEMARKS USE

DreamLine grants our Authorized Dealers non-exclusive, non-transferable, non-ownership, revocable rights to use the trademarks owned by Bath Authority LLC ("Trademarks"), the Copyrighted materials about our company and products, product images and distinct product names in their advertisements are subject to agreement of our terms and conditions. Dealer's rights are limited to distribution only through dealer's current web sites or printed materials used to promote DreamLine products. All printed materials with DreamLine images and products must be approved by DreamLine in writing prior to publication. Any DreamLine products displayed on dealer's web page or in dealer's printed materials must include DreamLine logo and Trademark details and must follow the DreamLine corporate "Brand Guidelines" (see corporate brand guidelines document in DreamLine dealer portal section at dealerweb.DreamLine.com).

Only DreamLine dealers/distributors that have signed the Dealer Application and are current, active dealers of DreamLine (an "Authorized Dealer") shall have the right to use the Trademarks. Such Authorized dealers shall have the right to use the Trademarks solely in the United States and Canada on marketing, promotional and sales materials and websites used in connection with the distribution, marketing and promotion of DreamLine products. If you are not an Authorized DreamLine Dealer, you do not have permission to use the Trademarks. Any dealers who are terminated by DreamLine for any reason must discontinue the use of DreamLine Trademarks and Copyrighted materials. Should a dealer not cease the use of DreamLine Trademarks or Copyrighted materials, DreamLine shall take legal action to protect its copyrights and Trademarks and shall hold dealer responsible for any legal and administrative fees related to that process. Dealer must note that Trademarks and Copyrights are valuable assets of DreamLine and that the strength of a mark depends upon its consistent and appropriate use. Use not in accordance with this Terms and Conditions may dilute the Trademarks and make them more difficult to protect and may constitute trademark infringement and unfair competition under state and federal laws.

PLUMBING CODES

Building and plumbing codes are adopted, modified and enforced by local Government and vary by location. DreamLine is not responsible for any code compliance standards for clients' projects. DreamLine highly recommends that all installations be done by credible licensed professionals. End users should reference their local building codes with compliance questions prior to purchasing DreamLine products.

DreamLine has contracted with a third party copyright, trademark & brand protection company to monitor and report on the MAP policy. DreamLine shall be solely responsible for determining whether a violation of the policy has occurred, communicating decisions to dealers regarding the policy and receiving any communications regarding sanctions imposed under the MAP policy. Any action taken by DreamLine under the MAP policy shall be without any liability to DreamLine intentional, and/or repeated failure to abide by the MAP policy will result in sanctions unilaterally imposed by DreamLine in its sole discretion and may include suspension or termination of dealer. DreamLine has a three strike policy on MAP violations. After investigation into any alleged or discovered MAP violation(s), DreamLine determines that a dealer engaged in advertising of any products at a net resale price less than 30% off MSRP, DreamLine will take one or more of the following steps.

MAP Policy Enforcement:

First MAP Violation: If a MAP violation(s) occurs, dealer will be notified by phone or email. Dealer will have three (3) calendar days to correct such violation(s) and comply with the DreamLine MAP policy. If the violation(s) are not corrected within three (3) calendar days from the date notice was provided, DreamLine will hold any pending purchase orders until ALL DreamLine products are advertised at the correct MAP on ALL of the dealers' advertising channels. If MAP violation(s) are not corrected within three (3) calendar days this will be considered an immediate Second Violation.

Second MAP Violation: If a second MAP violation(s) occurs, dealer will be notified by phone or email. Dealer will have forty eight (48) hours to correct any/all MAP violations. DreamLine will not ship any orders and will suspend sales to the dealer. The suspension will be in effect until ALL DreamLine products are advertised at the correct MAP on ALL of the dealers' advertising channels. In the event of a second MAP violation, the dealer will forfeit their dealer discounts and any other back-end rebates or other incentives for the quarter in which the violation occurs.

Third MAP Violation: If a third MAP violation(s) occurs, dealer will be notified by phone or email. Dealer will have forty eight (48) hours to correct all MAP violations. DreamLine will not ship any orders and will suspend sales to the dealer. The suspension will be in effect until ALL DreamLine products are advertised at the correct MAP on ALL of the dealers' advertising channels. If MAP violations are not corrected within forty eight (48) hours, the dealer's account will be suspended indefinitely. Dealer will forfeit their dealer discounts and any other back-end rebates or incentives for the entire year. A third MAP violation, may result in the removal of the partner from the Authorized Dealer program entirely.

If DreamLine ceases doing business with the dealer, all open unfilled orders from that dealer shall be canceled. Any outstanding payment due on dealer's account to DreamLine shall be due in full immediately. Upon such termination, dealer must immediately cease the use of DreamLine Copyrighted materials and Trademarks including but not limited to photos, product names and images, DreamLine logos, product descriptions and any other proprietary DreamLine information

PRICES / PRICE QUOTES

DreamLine price list reflects the Manufacturer Suggested Retail Price (MSRP). Prices are subject to change at any time. Purchase orders are accepted based on the pricing in effect at the time the order is received by DreamLine. **It is the dealer's responsibility to make sure there are no price or cost discrepancies when submitting a purchase order to DreamLine.**

All price quotes are firm for thirty (30) days from the date of quotation unless otherwise noted in such quotation. Unit prices are based on the quantities quoted and are subject to change if the quantity ordered differs from the quantities quoted. Items purchased as Showroom Display will be invoiced at the dealer's standard multiplier.

After display items are installed and proof of installation has been provided to DreamLine, a credit memo will be issued by DreamLine to the dealer crediting the cost differential from the dealer's standard multiplier to the appropriate displaying dealer multiplier for the display items purchased). **To receive any credit as described herein for Display items, such items must be installed by the dealer within 30 days of purchase.** Displays are not returnable and non-refundable. Pricing provided by DreamLine is for US and Canada only.

TAXES AND SURCHARGES

No federal, state, or local sales taxes, surcharges or other governmental fees are included in DreamLine's published prices or quotations (except when specifically noted). All prices are subject to increase or decrease when such taxes or fees are increased, decreased, or applied. Sales tax will be added to invoices where applicable unless the dealer provides DreamLine a copy of a valid State Tax Exemption Certificate.

PRODUCT CHARACTERISTICS

DreamLine reserves the right to discontinue, alter, modify, or redesign models at any time. All dimensions are approximate and subject to change without notice. For the latest up-to-date product information, including marketing materials, technical drawings, manuals or any other details please refer to the DreamLine website www.DreamLine.com or to the secure dealer portal at dealerweb.DreamLine.com.

Product sizes provided in the price list are for general reference only. For exact product sizes, please refer to the technical drawings located on our website at www.DreamLine.com. Every effort is made to display as accurately as possible the color, design and style of all DreamLine products appearing on our website. Variations may occur due to the characteristics of individual computer equipment (monitor). DreamLine is not responsible for variations in color or texture of the materials delivered in relations to samples and/or photos of the product. Such variations are not considered defects and any products returned for this reason will be considered a buyer's remorse return and charged a minimum twenty-five percent (25%) restocking fee.

business days after delivery. DreamLine will not accept any 'damage or loss' reports after (3) business days past delivery date. DreamLine will not be able to assist with any freight claims, provide replacement or credit after this period of time has passed. After the (3) business day grace period has passed, the customer will be charged for shipping and/or parts missing or damaged. Any external evidence of damage or loss that occurred during transit, considered 'visible damage or loss', must be noted on the BOL and signed by the carrier's agent (driver). Customers should not accept any shipment that has apparent damage until the customer and carrier's agent notes and acknowledges such damage in writing on the BOL. Failure to adequately describe the visible loss or damage could result in the carriers' refusing to honor the freight claim. If the recipient is not given ample time by the freight carrier's agent to fully inspect all items or there is doubt that the items are not damaged - the client should note **"POSSIBLE DAMAGE - SUBJECT TO INSPECTION"** on the BOL. Unless visible damage is properly noted in writing (as described herein) - DreamLine will not be able to assist with any freight claim, or provide replacement or credit.

Concealed Damage or Loss: Any damage that occurred during transit that was not visible at the time of delivery is considered 'concealed damage or loss'. It is possible to damage the contents of a box without damaging the outside of that box. If such a situation occurs, it is important to contact DreamLine **immediately** for instructions. If a claim is to be filed, it is important for the recipient to save the box and all other packaging that the damaged merchandise arrived in, to be inspected by the freight carrier. **The recipient must open all received boxes and inspect products for concealed damage within three (3) business days after delivery. DreamLine will not be able to accept any "concealed damage or loss" reports after three (3) business days past delivery date. DreamLine will not be able to assist with any freight claims, provide replacement or credit after this period of time has passed.**

Lost in Transit: Prior to signing for the shipment, the recipient must note any missing boxes or packages. The BOL provided to the recipient on delivery will indicate the total number of pallets and/or boxes in the original shipment. Any discrepancy with the actual count must be clearly noted on the BOL. If such a note is not made and part of the shipment is missing, DreamLine will not be able to assist the dealer or recipient in either the recovery of or compensation for any missing freight.

Additional Freight Charges: Any additional freight carrier fees or charges such as expedited shipping, re-delivery, special notification, inside delivery or any other "additional" service(s) are the responsibility of the dealer and/or dealer's client. If such services are requested by the dealer, end consumer or recipient of freight (acting as an agent on the consumer's behalf) are billed to DreamLine, all such fees will be re-billed by DreamLine to the dealer. If the freight carrier is unable to deliver freight due to problems contacting the dealer's client (recipient) or setting up delivery appointment, re-delivery and/or storage fees may be assessed by the freight carrier. All re-delivery and/or storage fees are the responsibility of the dealer and/or dealer's client (recipient) and will be billed to the dealer. **Additional charges will apply to special delivery areas which may include metropolitan delivery addresses (such as Manhattan for example), island areas with limited access or any other remote or limited access locations. These charges are the responsibility of the dealer or and/or dealer's client (recipient).** Special shipping and handling quotes are required for Alaska, Hawaii, Puerto Rico, Virgin Islands, Canada and all international shipments.

PRODUCT RETURNS AND CANCELLATIONS

Please be sure that all orders are complete and accurate before placing them with DreamLine. Returning merchandise of this nature and size is very costly for all parties involved. End users should keep all original packing material, boxes, and documentation in the event that merchandise needs to be returned. Certain items may not be returned for credit. These items include: custom products, special orders, and items for display (displays). Return are only authorized for products which are still available in the most current DreamLine price list (not discontinued or announced to be discontinued). **PRODUCT RETURNS WILL NOT BE ACCEPTED AFTER THIRTY (30) DAYS FROM DELIVERY. Any credits issued by DreamLine to the dealer will be in the form of a credit memo only.**

A Return Merchandise Authorization (RMA) number is required from DreamLine in order to receive a credit. RMA requests may be completed on-line via DreamLine dealer web portal at dealerweb.DreamLine.com. An RMA number must be obtained within thirty (30) days from date of product delivery. The RMA number is valid for seven (7) business days. DreamLine will not accept any returns unless an approved RMA number is clearly indicated on the returning shipment. Returning items should be sent back the same way they arrived (pallet, boxes, corners, etc.).

Upon receipt of shipment, DreamLine will inspect the condition of the package within seven (7) business days. DreamLine reserves the right to partially or wholly accept or deny any return. Any approved credit issued to the dealer's account will be adjusted by a \$25 RMA processing fee, return shipping charges (unless the item was sent on dealer's freight account) and a minimum 25% restock fee.

To receive a credit the following conditions must be met:

- All returned merchandise must be accompanied by a DreamLine issued RMA number. Returning shipments not clearly marked with an approved RMA number will not be accepted.
- End-user is responsible for repackaging and return transportation. DreamLine is not responsible for lost freight or damages caused by the shipper on returned merchandise. All claims must be made by end-user through the shipping party.
- All returned merchandise must be in original packaging, new and acceptable condition for product resale with no signs of wear or damage - not previously installed or used for display.
- No refund will be given if the product arrives broken, used or damaged. **There cannot be any damage to or writing on the packaging of the item(s) being returned.**
- **PRODUCT RETURNS WILL NOT BE ACCEPTED AFTER THIRTY (30) DAYS FROM DELIVERY.**