



Shower Hardware Warranty

Dear Client,

The following warranty outlines the duration of coverage for Brick Glass' shower hardware and details the associated rights, obligations, limitations, and exclusions. All products are warranted to be free from defects in materials and workmanship for the specified periods below. This warranty applies exclusively to the Seller's authorized distributors and the first purchaser who acquires the product for purposes other than resale (collectively, the "Buyer"). The Buyer is solely responsible for determining the suitability of Brick Glass' products or materials for their intended use and assumes all risks and liabilities associated with the use or inability to use the products. Furthermore, the Buyer agrees to accept all shipments with the understanding that Brick Glass' liability is strictly limited to the invoice value of the merchandise shipped. Any representations, warranties, or promises that differ from or add to the terms outlined in this warranty are unauthorized and not binding on Brick Glass. No salesperson, agent, employee, or representative of Brick Glass has the authority to modify or extend the terms of this warranty. All warranty claims are subject to inspection by Brick Glass, and no resolution will be provided until such inspection is complete.

Brick Glass warrants that its shower hinges are free from material defects and defects in workmanship for a period of three (3) years from the date of invoice to the Buyer. All other shower hardware is warranted to be free from material defects and defects in workmanship for a period of one (1) year from the date of invoice to the Buyer.

This warranty does not apply if, upon inspection by Brick Glass, it is determined that the shower hardware was not properly maintained.

The sole obligation of Brick Glass, under this warranty, is limited to either providing a refund of the purchase price or replacing the shower hardware within the warranty period. The refund or replacement will constitute the full extent of Brick Glass' liability and obligation for any material defect or defect in workmanship in the shower hardware. No other remedies will be provided.

This warranty is exclusive, and Brick Glass makes no other warranty, either express or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose. Under no circumstances shall Brick Glass be liable under any legal theory, including but not limited to contract, negligence, strict liability in tort, or warranty of any kind, for any indirect, special, incidental, consequential, or exemplary damages, including but not limited to lost profits. Brick Glass has no control over the conditions under which its products are used and does not guarantee the adequacy or sufficiency of any advice or recommendations given to the Buyer.

With much respect,

Christopher J. Kinsella
General Manager of Brick Glass