



"SYNIRON" EXPRESS LIMITED LIFETIME WARRANTY

Bootz Manufacturing Company (herein referred to as "Bootz") warrants that any "SYNIRON TUBS" supplied by Bootz (herein referred to as "product" or "products"), whether according to Bootz specifications or according to specifications agreed upon by Bootz and purchaser (herein referred to as "you" and "your"), shall be free from defects in material and workmanship for the lifetime of the product, except that the warranty applies to a product's slip-resisting surface only for the first year after the product's initial installation.

THIS WARRANTY DOES NOT COVER OR APPLY TO: (i) damage to any products based on or resulting from improper installation or repair, misuse or abuse (including but not limited to excessive operating conditions, improper cleaning solvents / chemicals or improper cleaning methods), or alteration or adjustment other than conformity with our specifications or instructions, whether performed by a contractor, service company or yourself; (ii) damages resulting from failure to reasonably clean, care for or maintain a product in accordance with our instructions / recommendations; (iii) any products we sell that have been moved or removed from their original installation site; (iv) breakage not due to defect; (v) failure on account of installation in a building of faulty design or construction; or (vi) local building code compliance (you should assure compliance before installation).

Your Exclusive Remedies and Responsibilities

If you believe you have purchased defective products from Bootz as described above, notify Bootz by telephone, letter, or facsimile, fully informing Bootz of why you believe the products are defective. Bootz will then request you to return the defective products (or a sample) to Bootz; have a Bootz representative inspect the products at the job site, as installed, or at Bootz's address; and/or rely upon the information you have provided to determine whether the products are defective. If any products are proven to be defective, then Bootz will, at Bootz's option, repair, replace, or refund the purchase price of the defective products. Any transportation costs associated with the repair or replacement of defective products shall be your responsibility, and in no event shall you be entitled to damages exceeding the purchase price you originally paid for the products.

We reserve the right to change design, color, models, and to discontinue manufacture of any products. This warranty gives you specific legal rights and you may have other rights which vary from state to state as some states do not allow the exclusion of warranties and incidental or consequential damages, or the limitation of remedies.

EXCLUSION OF OTHER EXPRESS AND IMPLIED WARRANTIES

Except as provided in the section entitled EXPRESS LIMITED LIFETIME WARRANTY, Bootz makes **NO** other **EXPRESS OR IMPLIED WARRANTIES** of any kind whether as to **MERCHANTIABILITY** or **FITNESS FOR A PARTICULAR PURPOSE**. This exclusion applies to original and replacement products. If any of the employees, sales people, and/or representatives of Bootz have made any verbal statements about the products, whether original or replacement, these statements do not constitute warranties and are not a part of Bootz's contract with you for the purchase of products.

EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES

Bootz shall not be liable for **any** incidental or consequential damages under the EXPRESS LIMITED LIFETIME WARRANTY, including but not limited to, any costs expenses incurred concerning any labor, or transportation, or other expense incurred by reason of the use of sale of any defective material. This exclusion applies to original and replacement products.