



THE SHOWER PAN STORE

A DIVISION OF INNOVATIVE TILE SOLUTIONS, INC.

WARRANTY

Limited Lifetime Warranty

Innovative Tile Solutions, Inc., warrants that its shower pan products are free from defects in materials or workmanship. Innovative Tile Solution, Inc., will, at its option, repair or replace a defective product.

Warranty Limitation

This Warranty does not apply to or cover, and specifically excludes, normal wear and tear, improper installation, including installations which are not in accordance with the installation instructions provided with the product, improper maintenance, misuse, improper operation, alteration or modification to the product, damage or defects caused by common carriers, installers, users, or other persons, or acts of God. Innovative Tile Solutions, Inc., shall not be responsible for any incidental or consequential damages arising from defects that should have been discovered prior to installation of the product. This limited warranty does not cover labor charges, transportation costs or other expenses associated with the removal and/or installation or any other cost related to repair or replacement of the product. This limited warranty also does not cover any costs or expenses associated with gaining access to the product for repair or replacement purposes. Likewise, this limited warranty does not cover any loss of use damages. This limited warranty applies only to the original purchaser and/or initial owner of the property in which the product is installed and does not apply to subsequent owners, transferees or users.

Responsibility of Others

The installer of the product shall be responsible for inspecting the product prior to its installation. Product that exhibits any defect must not be installed as Innovative Tile Solutions, Inc., will not be responsible for any damages that should have been discovered by proper inspection prior to installation. Innovative Tile Solutions, Inc., will, likewise, not be responsible for damages occurring during the installation process or any time thereafter. The original purchaser and/or the installer must comply with all building codes relating to the installation and use of the product. Innovative Tile Solutions, Inc., shall not be responsible for products installed that do not comply with all local, state and federal laws, ordinances, regulations, codes or standards.

Warranty Disclaimers

THIS LIMITED WARRANTY IS THE SOLE WARRANTY FOR YOUR INNOVATIVE TILE SOLUTIONS, INC. PRODUCT AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES, REPRESENTATIONS OR CONDITIONS OF MERCHANTABILITY, DESIGN OR OPERATION OF THE PRODUCT OR FITNESS FOR A PARTICULAR PURPOSE OR USE, ALL OF WHICH ARE EXCLUDED FROM THIS WARRANTY AND HEREBY EXPRESSLY DISCLAIMED. INNOVATIVE TILE SOLUTIONS, INC., SPECIFICALLY DISCLAIMS AND IT SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR LOSS PROFIT DAMAGES. AS SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION, IN WHOLE OR IN PART, OR WARRANTIES OR THE EXCLUSION OF SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT BE APPLICABLE TO YOU.

Warranty Claims

All claims under this Limited Lifetime Warranty shall be sent to the following address:

Innovative Tile Solutions, Inc.
P.O. Box 584
Petal, MS 39465

