



LEVEL ENTRY SHOWER SYSTEM™ for creating curbless showers

Ten (10) Year Limited Warranty

COVERAGE AND CONDITIONS: Subject to the conditions and limitations as stated hereinafter, **VIM Products, Inc.** warrants that **VIM Level Entry Shower System™** model LES6048 pan and LES2012 drain assembly (the “base products”) will be free from manufacturing defects and will not rot, deteriorate, or break down for a period of **ten (10) years** from the date of purchase only when the base products are used and installed in accordance with the terms and conditions of the VIM Product’s Technical Installation Manual.

Further, subject to the conditions and limitations as stated hereinafter, **VIM Products, Inc.** warrants that **VIM Level Entry Shower System™** model LES-WPK (the “water-proofing kit”) will be free from manufacturing defects and will not rot, deteriorate, or break down for a period of **ten (10) years** from the date of purchase only when the components of the water-proofing kit are used and installed within the water-proofing kit’s shelf life and in accordance with (1) the water-proofing kit’s original manufacturer’s technical data sheets and other written instructions*, (2) applicable building codes and regulations*, (3) standard industry practices*, and (4) VIM Product’s Technical Installation Manual* that is not in conflict with the water-proofing kit’s original manufacturer’s technical data sheets in effect at the time of installation. Verifiable evidence of a successful water test, approved by a code official, prior to installation of tile, is a condition of warranty coverage.

It is the sole responsibility of the installer, general contractor, architect of record, or owner, as a condition of warranty coverage, to first determine the suitability and compatibility of our system for the user’s intended use. It is required that the VIM Products, Inc. Level Entry Shower System™ be installed by a professional contractor. It is the responsibility of the installing contractor to assure the proper drainage of water by verifying the levelness of the base products and the height of the adjustable drain strainer relative to the surrounding tile. Further, it is the responsibility of the installing contractor to assure that a successful and verifiable water test has been conducted upon the installed, pre-tiled system. Efflorescence is considered to be a natural occurrence with cementitious materials and is therefore not considered to be a defective condition and is not covered by this warranty.

EXCLUSIONS FROM WARRANTY COVERAGE: The following are specifically excluded from coverage under this warranty: structural failure of floor or building, inadequate subflooring, or improper subfloor preparation; damages caused by Acts of God, including, but not limited to hurricane, flooding, earthquake or other types of natural disaster, or as a result of unforeseen circumstances; acts of negligence, or product misuse or abuse; failure to comply with our technical data sheets and other written instructions; failure to comply with the guidelines set forth by International Code Council listing criteria for prefabricated, tilable shower receptor kits (LC1030-2011 PMG), applicable building codes and regulations; failure to comply with the Tile Council of North America’s installation guidelines, and standard industry practices; exposure to sunlight and age; subfloor moisture or water damage; damage or cracking due to structural movement; improper application of products; faulty workmanship or installations; and failure to maintain finished system with proper care. Any subsequent damage to the structure, outside of the immediate product area and, or any and all personal property damage, shall fall under the property or homeowners insurance policy.

YOUR LEGAL RIGHTS: This constitutes your entire express warranty for the product or system purchased. To the extent permitted by law, all other warranties, whether express or implied, including, but not limited to the implied warranties of **MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE** are **EXCLUDED**. This warranty gives you specific legal rights and you may also have other rights which vary from state to state. This warranty: (a) shall commence on the date of purchase of our product or system and shall end as specified in paragraphs one and two of this document; (b) replaces all previous warranties; and (c) applies only to purchases and installations within the United States or Canada on or after January 1, 2013. This Limited Warranty extends **ONLY** to the original end user (defined as property owner, owner of the premises/unit owner in which the products are installed) for sales made **ONLY** in the United States and Canada. This warranty is not transferable or assignable, unless otherwise prohibited by specific state or provincial law.

YOUR EXCLUSIVE REMEDY: If the Products fail to meet this warranty, then the owner’s exclusive remedy and the sole obligation of VIM Products, Inc., at its election, shall be to a) reinstall or replace the failed portion of the tile assembly or b) pay an amount not to exceed the original square foot cost of the installation of the tile assembly verified to be defective. Tile assembly is defined to include all VIM Products, Inc. materials, non-reusable tile surfaces, and the appropriate setting and grouting materials. Further, due to conditions beyond the control of VIM Products, Inc. (e.g., color and shade availability, discontinuation, normal wear and tear), VIM Products, Inc. cannot guarantee or warrant an exact match to the specific tile, stone, or other flooring materials used in the installation. In such events, substantially similar materials may be substituted.

FILING A CLAIM: To file a claim under this warranty, you must contact us, in writing, within fifteen (15) calendar days of the discovery of the alleged manufacturing defect in our product or system, at VIM Products, Inc., Attn: **Technical Services Department, 5060 Trademark Dr., Raleigh, North Carolina, 27610**. The claim must include a brief description of the problem including photos (preferably in digital format) together with date and proof of purchase of the products, proof of costs of the original installation, name and address of all installers, and a qualified third party or code official documentation certifying the successful completion of a minimum 30 minute water test. VIM Products, Inc. reserves the right at its election and as a condition of this limited warranty to physically inspect the installation site and obtain samples from that job installation and of our product or system used in that installation before we determine the validity of your claim. Your claim must be received and evaluated by us before any repair or replacement work is performed. Failing to provide the above information shall void the warranty and this Limited Warranty shall be of no legal effect. For the latest information regarding VIM Products, Inc.’s Limited Warranty, installation instructions, technical data sheets, and code approval documents, please visit our website: www.vimproducts.com