

# Warranty

Effective Jan 1, 2021

spa | crete

m o d e r n   f r e e s t a n d i n g   b a t h t u b s

Collection: Signature Series

Model: \_\_\_\_\_

Color: \_\_\_\_\_

Finish: \_\_\_\_\_

Manufacturing Date: \_\_\_\_\_

Serial Number: \_\_\_\_\_

Warranty Key: \_\_\_\_\_

## **Thank you for your purchase.**

We are pleased to help complete your design vision and make the bathtub the centrepiece of your relaxing and rejuvenating space. The Signature Series modern freestanding bathtubs are of the highest quality and are exceptional by design. Our artisans who handmake each piece are proud to share their work with you. Our highly engineered and advanced concrete mixtures result in incredibly strong and durable products that will provide you with years of enjoyment.

### **The bathtub, reimagined.**

The fastidiously shaped freestanding bathtubs featured in this collection are designed by Kyle Graham.

“The goal was to use a substantial and modern material to deliver bold forms to an overlooked function and establish the bathtub as the centrepiece within a deserving and carefully considered space. The geometries of each piece are not only aesthetically striking, but are fundamental in its ability to be light and strong; harmony between mass, comfort, aesthetics, and strength has been tirelessly sought. The refined interior angles wrap you in a warm embrace and the smooth yet organically tactile surfaces instil complete relaxation for an unparalleled experience.”

### **The bathtub, re-engineered**

SpaCrete’s advanced material compositions push concrete further allowing for incredible applications in modern design. SpaCrete is the first to introduce a complete collection of engineered concrete bathtubs. SpaCrete is located in Toronto, Ontario, and specializes in the design and manufacturing of production and bespoke concrete casts products. All products are manufactured in Canada. All designs are protected under patent.

To contact us regarding your purchase, visit [www.spacrete.com/contact-us](http://www.spacrete.com/contact-us).  
To register your warranty, visit [www.spacrete.com/warranty-registration](http://www.spacrete.com/warranty-registration).  
To start a warranty claim process, visit [www.spacrete.com/warranty-claim](http://www.spacrete.com/warranty-claim).

# SPACRETE WARRANTY

## LIMITED WARRANTY

This warranty is effective for all SpaCrete Signature Series bathtubs manufactured after January 1, 2021, and is in lieu of all other warranties.

SpaCrete provides a limited warranty for all Signature Series bathtubs for use in the continental USA and Canada to the original purchaser for commercial, rental or multi-family application. Warranty coverage begins from date of purchase (regardless of installation date).

SpaCrete warrants the bathtub against defects in material and workmanship for 5 years (Residential), 3 years (Commercial) from the date of purchase.

The bathtub must be water tested and installed per our installation instructions. SpaCrete will not be responsible for the cost of removing or reinstalling the unit, or costs associated with any adjacent materials.

Proper drain installation is the responsibility of the installer. SpaCrete does not warrant leaks associated with improper waste and overflow installation or damages from over-filling the bath. Never leave a full bathtub or filling bathtub unattended.

Blemishes, air holes or casting marks on the underside of the bathtub are not considered defects and do not affect the performance or quality of the bath. Slight variations in the surface are intrinsic to the concrete or stone appearance of the product and are not considered defects or flaws. Variations in the surface do not compromise the structural integrity of the product. Some finishes intentionally contain voids formed in the casting process which are not considered defects.

User inflicted scratches and other use, tear and wear marks are not covered by warranty. It is important to note that darker and more heavily pigmented colors will show dust, scratches, haziness, marks left by hard water, salts, chemicals, and other ordinary wear and tear more noticeably than lighter textured colors. Damage due to not effectively, thoroughly, and promptly rinsing bath salts with a plentiful amount of a soap and water mixture immediately following their use is not covered.

Accidental spills of strong chemicals (e.g. various industrial cleaners, grout hardener, paint stripper, brush cleaners, paint-thinning solvents, metal cleaners, oven cleaners, cleaners containing methylene chloride, acid drain cleaners, acetone based solvents, ABS glue, etc.) should be flushed promptly with a plentiful amount of a soap and water mixture to avoid damaging the bathtub surface. Undetected or prolonged exposure to chemicals will likely damage the bathtub surface. Exposure to chemicals is not covered under warranty.

Plumbing parts, external to the bathtub, supplied loose by SpaCrete and not manufactured by SpaCrete, are not covered by SpaCrete warranty. Those parts will be covered by their respective supplier warranties.

SpaCrete warrants all other components not specified above for one year against defects in material or workmanship. Replacement parts shall assume the remaining warranty period of the parts replaced. Replacement parts are subject to availability and may differ from those originally supplied. SpaCrete cannot guarantee that parts currently in use will be available in the future. Changes in materials, parts or specifications are not valid reasons for product refusal or replacement under warranty claims.

If a bathtub is replaced, the finish and colour resulting from a handcrafted manufacturing process may not match identically from bathtub to bathtub. This variation will not be a valid reason for replacement refusal under warranty. The bathtub must be water tested for operation and leaks prior to final installation of the unit. Failure to do so will void warranty. If a problem is discovered after the final installation, SpaCrete will not be responsible for the cost of removing or reinstalling the bathtub, or for costs associated with any adjacent materials.

FULL AND OCCUPIED BATHTUBS ARE VERY HEAVY! Ensure sufficient structural support for a full and occupied bathtub. Do not install without consulting local building codes and a qualified structural engineer. THIS WARRANTY DOES NOT COVER STRUCTURAL COLLAPSE, FAILURE OR DAMAGE DUE TO WEIGHT, OPERATION, AND OCCUPATION OF THE BATHTUB.

### **REGISTRATION OF WARRANTY:**

The warranty registration must be completed by the purchaser within 90 days from purchase in order for this warranty to take effect. Warranty registration can be completed online at [www.spacrete.com/warranty-registration](http://www.spacrete.com/warranty-registration).

### **WARRANTY LIMITATIONS:**

Your warranty is void if unit is not water tested for leaks and inspected prior to completing installation. Your warranty is only valid for indoor bathtub installation in a climate controlled environment. Our warranty does not cover defects, damage, or failure caused by common carrier, installer, user, or other person. Minor chips and scratches (normal wear and tear) can be repaired by a qualified technician at the owner's/ user's expense. We do not cover the following: careless handling; modification of any type for any reason; improper installation (see Installation Instructions); connections supplied by the installer; misuse; incorrect or improper maintenance; use of improper cleaners and/or chemicals; cigarette burns or burns from hot appliances; or extraordinary events such as earthquakes, hurricanes, lightning, floods, hail, etc. Staining from food or beverages (such as red wine), medicinal products (such as mecuochrome), use of improper cleaning products, make-up, etc. is not covered under warranty.

### **EXTENT OF WARRANTY:**

This warranty extends only to the original purchaser of the SpaCrete product when purchased and originally installed within the boundaries of the continental USA or Canada. The warranty terminates after transfer of ownership or if the bathtub is installed or relocated outside the boundaries of the continental USA or Canada by the original purchaser prior to the expiration of the warranty period. Display floor models and overstock sale units are excluded from this warranty. If the purchaser is a commercial builder or developer, with the intension of developing an unoccupied property for sale, the warranty will extend to a single unoccupied installation location, and be transferrable once upon the property's sale, to the property's new owner.

### **WARRANTY PERFORMANCE:**

In the event of any malfunction or defect covered under the terms of this warranty, a representative of SpaCrete, or a technician authorized by SpaCrete will repair or evaluate the product. SpaCrete reserves the right to inspect the malfunction or defect and repair or replace the unit at our discretion. To initiate a warranty claim, contact SpaCrete. SpaCrete may issue a service order number. No work or payment will be made without an authorized service order number. There will be no charge for parts, labor or

freight costs for parts necessary to repair the bathtub under warranty. Electronic written notice of any defects must be given within ten days of the time the defects were discovered, and must be accompanied by proof of purchase. Notice must be given to SpaCrete via [www.spacrete.com/warranty-claim](http://www.spacrete.com/warranty-claim).

#### **ACTS INVALIDATING WARRANTY:**

Inspecting the unit prior to installation is the responsibility of the installer(s) or person(s) acting on behalf of the product owner. They are responsible for ensuring that the unit is free of defect or damage.

SpaCrete is not responsible for failure or damage that should have been discovered, repaired and avoided by proper inspection and testing prior to installation. Damage that occurred in transit is the responsibility of the carrier. The consignee must open and inspect the unit for damage when it is delivered. If the unit is damaged, this must be reported immediately to both the seller and the carrier and documented via electronic correspondence, via [www.spacrete.com/warranty-claim](http://www.spacrete.com/warranty-claim), and an inspection must be requested. In the event that the carrier fails to respond, report such response to both the seller and the carrier. Any freight claims must be filed within ten business days.

It is the responsibility of the installer, contractor, or user to install the unit properly allowing for access for service. SpaCrete will not authorize any service unless clear access is available. Access from a crawlspace or incomplete access to all equipment may result in warranty claims being denied. Unit must be water tested for leaks prior to final installation.

Damage, including chips or scratches, occurring to the unit during installation is the responsibility of the installer and after installation is the responsibility of the product owner.

SPACRETE IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGE, LOSS OF TIME, INCONVENIENCE, INCIDENTAL EXPENSES, LABOR OR MATERIAL CHARGES OR ANY OTHER COSTS RELATED TO THE APPLICATION OF THIS WARRANTY. LEAVING A FILLING OR FULL BATHTUB UNATTENDED WILL INVALIDATE THIS WARRANTY. FAILURE TO INSPECT AND VALIDATE SUITABILITY OF BATHTUB SUPPORTING STRUCTURE WILL INVALIDATE THIS WARRANTY.

#### **DISCLAIMERS:**

SpaCrete is not responsible for incidental or consequential damages/losses from any cause such as water damage to carpeting, floors or ceilings. Products not manufactured by SpaCrete or installed by SpaCrete are not covered. Damages or defects that should be detected before installation are not covered. The limited warranty does not include labor, transportation, or other costs incurred in the removal and/or reinstallation of the original unit or replacement unit. Costs related to obtaining access for repair are not covered. The foregoing warranty is EXCLUSIVE and in lieu of all other warranties, including any other warranty of quality, express or implied, and including any warranty of merchantability, or any warranty of fitness for any particular purpose. SPACRETE IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES/LOSSES INCLUDING STRUCTURAL FAILURE OR COLLAPSE, OR INJURY OR DEATH, CAUSED BY A FAILURE TO INSPECT AND VALIDATE THE SUITABILITY OF THE SUPPORTING STRUCTURE FOR A FULL AND OCCUPIED BATHTUB.