



Effective date: April 1, 2025

# BainUltra® consumer terms and conditions

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## 1. Agreement & Scope

These Terms & Conditions apply to consumers who have purchased a BainUltra® product through an authorized dealer. BainUltra designs and manufactures high-quality bathtubs and wellness products, which are sold exclusively through its dealer network. BainUltra does not sell directly to consumers and is not responsible for the sales policies, payment terms, or refund conditions of its dealers. Each dealer is solely responsible for its own sales conditions, including returns and refunds. BainUltra will not intervene in disputes between a consumer and a dealer unless legally required to do so. Consumers should direct all purchase-related inquiries, including cancellations and returns, to their dealer. These Terms & Conditions govern only the relationship between BainUltra and consumers regarding warranty, product use, and customer support.

## 2. Damage During Transportation

Consumers are responsible for inspecting their BainUltra product upon delivery. If any damage is found, the following procedures apply:

### **2.1 Visible Damage at Delivery**

Any damage to the packaging must be noted on the delivery receipt before signing. Consumers must immediately report the issue to their dealer, including photographs of the damaged packaging. Failure to note visible damage at the time of delivery may result in the denial of a claim. Notwithstanding the foregoing, BainUltra shall not be held liable for damage to the packaging caused by improper handling, negligence, or fault of the Consumer or any third party after delivery has been completed. Any damage caused during transportation remains the responsibility of the carrier and should be reported in accordance with the dealer's policies.

### **2.2 Concealed Damage**

If damage is discovered after unpacking, consumers must notify their dealer within 48 hours of delivery, providing photographs of the damaged product and packaging.

### **2.3 Failure to Report**

If damage is not reported within the specified timeframe, claims may be denied, and BainUltra assumes no responsibility. Consumers must retain all packaging materials, labels, manuals, and documentation until the product has been fully inspected and confirmed as undamaged. Failure to retain these materials may impact the ability to process a claim and could result in delays or denials.

### 3. Warranty Policy

BainUltra stands behind the quality of its products and provides the following limited warranty:

#### **3.1 Duration**

20-Year Limited Warranty on acrylic, FineStone®, and motor units. 5-Year Warranty on electronic components such as controllers and Illuzio. Consumers should consult the warranty document for coverage on other specific parts.

#### **3.2 Coverage**

Warranty covers manufacturing defects but does not cover damage caused by improper installation, misuse, lack of maintenance, excessive or improper use, exposure to harsh chemicals, or alterations to the product. To initiate a warranty claim, consumers must contact BainUltra and provide proof of purchase. Full warranty details are available on BainUltra's website or upon request.

#### **3.3 Warranty Claim Process**

To initiate a warranty claim, consumers must contact BainUltra directly and provide proof of purchase. BainUltra handles the entire claim process and will coordinate any necessary actions. BainUltra may, at its sole discretion, require that repairs be performed by an authorized service provider.

Full warranty details are available on BainUltra's website or upon request. Consumers must register their product within three (3) months of installation to activate warranty coverage. However, failure to register does not affect consumers' rights under the legal warranty provisions of the *Consumer Protection Act* (CQLR, c. P-40.1) and the *Civil Code of Québec* (CQLR, c. CCQ-1991).

### 4. Installation Guidelines

BainUltra is not responsible for indirect, incidental, or consequential damages, including installation costs, labor fees, or water damage resulting from improper installation, misuse, failure to follow installation guidelines, or site-specific constraints.

Consumers are responsible for ensuring, prior to installation, that the product is compatible with the specific conditions of the installation site. BainUltra assumes no liability for additional installation costs that may arise due to site constraints, structural limitations, or required modifications to plumbing, electrical systems, or supporting infrastructure.

Furthermore, BainUltra shall not be held liable for any loss, damage, or injury resulting from unauthorized modifications, repairs conducted by non-qualified professionals, improper maintenance, exposure to extreme environmental conditions, or the use of non-approved accessories or chemicals.

### 5. Product Maintenance and Cleaning

To ensure the longevity and optimal performance of your BainUltra products, it is essential to follow proper cleaning and maintenance practices. Recommendations regarding suitable cleaning products, essential oils, and maintenance procedures vary by product type.



For detailed instructions specific to your product—including permitted and prohibited substances, recommended cleaning methods, and proper use of essential oils—please refer to the corresponding user manual. Failure to follow the appropriate guidelines may affect product performance and durability and could void the warranty for specific components. If you have any questions, please contact BainUltra customer service for assistance.

## 6. Customer Support

BainUltra is committed to assisting customers with product-related inquiries. For warranty claims, product issues, or general technical support, please contact BainUltra's Customer Experience Team:

[info@bainultra.com](mailto:info@bainultra.com)

1-800-463-2187, Monday to Friday, 8 AM - 5 PM EST.

Additional support materials, manuals, and warranty information are available on BainUltra's website:

[www.bainultra.com](http://www.bainultra.com)

## 7. Limitations of Liability

BainUltra shall not be held responsible for any indirect, incidental, or consequential damages, including but not limited to installation costs, labor fees, or water damage resulting from improper installation, misuse, failure to follow installation guidelines, site-specific constraints, or any actions or omissions of third parties, including contractors, installers, or delivery personnel. BainUltra also disclaims any liability for damages, losses, or defects caused by the consumer's negligence, improper handling, or failure to comply with the product usage guidelines.

Consumers are solely responsible for ensuring, prior to installation, that the product is compatible with the specific conditions of the installation site. BainUltra assumes no liability for additional installation costs that may arise due to site constraints, structural limitations, or required modifications to plumbing, electrical systems, or supporting infrastructure.

Furthermore, BainUltra shall not be liable for any loss, damage, or injury resulting from unauthorized modifications, repairs performed by unqualified professionals, improper maintenance, exposure to extreme environmental conditions, or the use of non-approved accessories or chemicals.

This limitation of liability applies only to the extent permitted by applicable consumer protection laws. Consumers retain all rights provided under the legal warranty protections of their jurisdiction.

Notwithstanding any other provision, BainUltra's total liability shall be strictly limited to the original purchase price of the product.

## 8. Return & Refund Policy

To initiate a warranty claim, consumers must contact BainUltra directly and provide proof of purchase. BainUltra handles the entire claim process and will coordinate any necessary actions.

## 9. Governing Law

These Terms & Conditions are governed by the laws of the Province of Quebec, Canada. Any disputes arising under these Terms & Conditions shall be subject to the exclusive jurisdiction of the courts of the judicial district of Québec City, Province of Quebec, Canada.

## 10. Modifications to Terms & Conditions

BainUltra reserves the right to update or modify these Terms & Conditions at any time without prior notice. The version in effect at the time of purchase shall govern the consumer's transaction. Updates will be published on BainUltra's official website. Consumers are encouraged to review the Terms & Conditions periodically, as continued use of BainUltra's products or services after modifications constitutes acceptance of the revised terms.

## 11. Force Majeure

BainUltra shall not be held liable for any failure or delay in the performance of its obligations under these Terms & Conditions due to events beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemics, government actions, labor strikes, supply chain disruptions, acts of terrorism, cyberattacks, or any other event constituting force majeure.

In the event of force majeure, BainUltra's obligations shall be suspended for the duration of the event, and reasonable efforts will be made to resume performance as soon as possible. If the event persists for an extended period, BainUltra reserves the right to cancel affected orders or modify its commitments accordingly.