

## TERMS & CONDITIONS

Our warehouse is located in New Jersey where we stock all our products. We deal directly with businesses such as resellers, contractors, builders and many others involved in home improvement.

Alya Bathroom Supply, LLC is wholesaler that deals with resellers and trade professionals only. All customer accounts must be approved prior to purchasing. We are not open to public and we don't sell directly to end users.

### ENTIRE AGREEMENT:

Purchaser and Alya Bathroom Supply, LLC (Alya Bath) ( www.AlyaBath.com) enter the terms and conditions stated in this policy which supersedes all prior and contemporaneous communications, negotiations, representations, and agreements of purchaser and seller whether oral or written, with respect to the goods as well as the terms and conditions hereof.

### PAYMENT METHODS:

Alya Bath accepts all major credit cards, company checks and wire transfers. All orders must be paid in full before shipment or pick up. 3% service fee will be added to all credit card payments.

### ORDERING PROCESS:

If your account is approved, you will be provided a user name and password. Simply log in and add the products to your shopping cart and check out. Purchase orders can be sent via e-mail as well. We process your orders within 24 hours excluding the weekends. If an item is confirmed to be stock, orders can be picked up or shipped within 2-3 business days.

### SHIPPING POLICY:

After your order is processed, customer is responsible of arranging their own shipping. All items are well packed in boxes with foam protection inside. They are placed on custom pallets and secured with strapping to protect your order. We are not responsible for any damage occurred during transportation. You can always pick up from our warehouse free of any additional handling charges.

### RETURN POLICY:

We do not accept any returns. .

### WARRANTY:

Alya Bath warrants the product to be free from defects in workmanship and materials under normal use and service for a period of one (1) year from the initial date of purchase by the owner or end-user, contractor, or builder. Proof of purchase, such as a receipt from the original retailer, will be required for all warranty claims.

This warranty shall not apply to instances of incorrect operating procedures, breakages, or damages caused by fault through improper installation, carelessness, abuse, misuse, misapplication, improper maintenance, or alteration of the Product, as well as chemical or natural corrosion, accident, fire, flood, an act of God, or any other casualty. Avoid abrasive cleaners, steel wools, and harsh chemicals as these will scratch, damage, and / or dull the product and / or finish and void this warranty.

### INSTALLATION

The owner/end-user of the Product covered by the present warranty is entirely responsible for its proper installation and any applicable plumbing. Alya Bath neither installs nor supervises the installation nor hires a contractor for this purpose; consequently, Alya Bath cannot be held responsible for any default, breakage, or damages caused thereby or resulting thereof, either directly or indirectly.

The owner/end-user should check with the local related plumbing codes before installation. This warranty does not apply unless the Product is installed by fully insured licensed professionals. It is strongly recommended that such licensed professionals have experience in the installation of bathroom products. Installation of certain products, including, without limitation, glass products (i.e., glass countertops glass sinks) by an inexperienced person may result in glass breakage and, consequently, cause personal injury or death.

Alya Bath is not liable for personal injuries or deaths to any persons or for any direct, special, incidental, or consequential damage, loss of time, loss of profits, inconvenience, incidental expenses, labor or material charges, or any other costs resulting from the use of the product or equipment or pertaining to the application of the present warranty, or resulting from the removal or replacement of any product or element or part covered by this warranty. In any case, Alya Bath cannot be held liable for any amount over and above the purchase price paid for the Product by the owner/end-user, contractor, or builder.

### MATERIALS

#### WOOD

Alya Bath products are made of naturally variable raw materials. Differences in grain character and color among wood and plant species and stones and minerals are naturally occurring variations and are not within the control of the manufacturer nor considered defects under this warranty.

Natural color changes, variations, or movements in lumber or veneer products, and exposure to extreme temperature changes and direct sunlight, may cause color changes and/or surface damage and are not covered by this warranty. All wood naturally ages, darkens, changes in color, and mellows over time due primarily to exposure to light. While this color change is imperceptible from day to day, it may be significant over a longer period of time, or due to amount of light the wood is exposed to. On warranty replacement doors or drawers, we will not guarantee an exact color match. Imperfections such as checks (small surface splits), pitch pockets (small dark holes) or darker mineral streaks are natural and are not considered defects.

Due to the contrast of your monitor when viewing the product(s), color may appear different. Therefore, it cannot be construed as defective, damage or product being given incorrectly.

### NATURAL STONE

Surface characteristics of natural stones may vary from each slab, tile. Color variations in stone are a natural occurrence. Natural veining, crystal lining and local crystallization are common characteristics of natural stones. For this reason, new and/or replacement pieces may not match display samples and/or existing pieces. Natural occurring stone characteristics such as variation in grain, color, mineral streaks are not considered defective product.