



We've changed our name!
Safeway Safety Step is now called CleanCut!



CLEANCUT

The Step-In Tub Experts!

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INSTALLER CATALOG



**QUICK
TO INSTALL!**

**WORKS WITH
EXISTING TUB!**

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WELCOME INSTALLERS!

The catalog **EXCLUSIVELY** for Installers!

Welcome! Glance right to find all the installer specific information on a number of different topics.

If you'd like to provide your customers with product information, no worries... we have ample customer-specific marketing materials for you to download on the installer page of our website.

If you still have questions after reviewing this catalog, give us a call and we'll get right back to you.

Thanks so much!



Chris Stafford
President of CleanCut™

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PRODUCT COMPARISON



Each of our products has unique benefits. Here's how they stack up...

THE CLEAN CUT **STEP**
 THE CLEAN CUT **ULTRA-LOW**
 THE CLEAN CUT **DOOR**
 THE CLEAN CUT **CONVERTIBLE**

Installs on existing tub	✓	✓	✓	✓
Has skid resistant surface	✓	✓	✓	✓
Installs in less than one day	✓	✓	✓	✓
Allows for full bath			✓	✓
Optimal for deep tubs		✓		
Installs on all types of tubs Including: Fiberglass, Acrylic, Steel and Cast Iron	✓	✓	✓	✓
Reduces possibility of falls	✓	✓	✓	✓
Increases convenience & safety	✓	✓	✓	✓



CLEANCUT™

**Have Questions? Ready to Order Kits?
Call us Toll-Free at 877-882-7837**

ORDERS

READY TO ORDER? IT'S EASY:

All you need to know is what products you'd like to order. The following four pages highlight each of our products and the configuration options for each. **When ordering just tell us:** the color, size, product name, and finally... the quantity you'd like. Here's an example:



EXAMPLES
ON HOW
TO ORDER:

PRODUCT
COLOR

PRODUCT
SIZE

PRODUCT
NAME

HOW MANY
YOU'D LIKE



BEIGE - NARROW - STEP

QUANTITY

BEIGE - MEDIUM - STEP

QUANTITY

BEIGE - WIDE - STEP

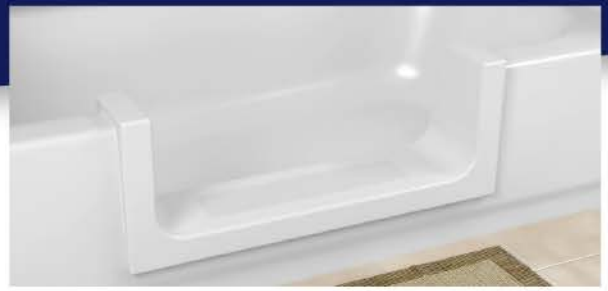
QUANTITY

TM

To Place an Order: CALL 877-882-7837

THE CLEANCUT™ STEP

Adds step-in accessibility
to an existing tub!



The Step is available in 2 colors and 3 sizes.
Specs for these different sizes can be found on the following pages.

The kit for these products include:

- One STEP (Narrow, Medium, or Wide)
- One 2-Part Support Box Structure
- Template to be used for cutting the tub (not shown)
- Two tubes of required adhesive
- Angled extension
- All CleanCut™ products are sold as kits.



Kit includes everything shown here.
(Template not shown)

INSTALLATION:

Fully installs in 2-4 hours

PRICING:

Our Installer-Kit-Pricing-Sheet is sent to registered
Facilities. **Don't have yours yet? Give us a call!**

SIZE OPTIONS:

Narrow / Medium / Wide

See following pages for detailed sizing
and measurement information.

COLOR OPTIONS:

STANDARD
WHITE*

STANDARD
BEIGE*

*The colors shown
are representative
of our tub colors
but reproduction
may not be exact.



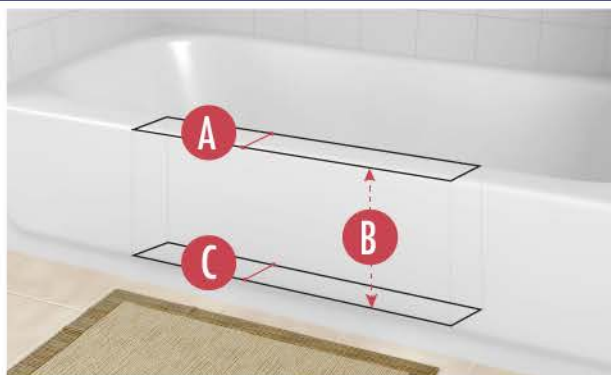
CLEANCUT™

Have Questions? Ready to Order Kits?
Call us Toll-Free at 877-882-7837

THE CLEANCUT STEP

SIZING & MEASUREMENT GUIDE FOR SMALL/NARROW SIZE

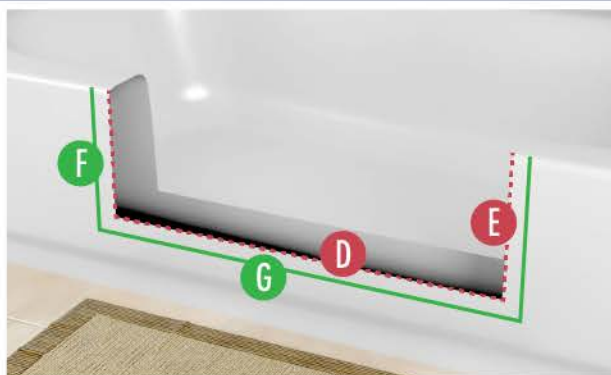
TUB REQUIREMENTS:



- A** **MAX* TUB-WALL WIDTH AT TOP:** 4 Inches
- B** **BOTTOM WIDTH MEASURE DEPTH:** 9.75 Inches
Distance to measure down from top of tub to establish "Max Tub-Wall Width at Bottom"
- C** **MAX* TUB-WALL WIDTH AT BOTTOM :** 4.75 Inches
Note: Bottom tub width is typically wider than top width.

**If your tub exceeds these MAX size measurements, this product will not work with your tub.*

TEMPLATE (CUT LINES) AND PRODUCT OVERLAP MEASUREMENTS:

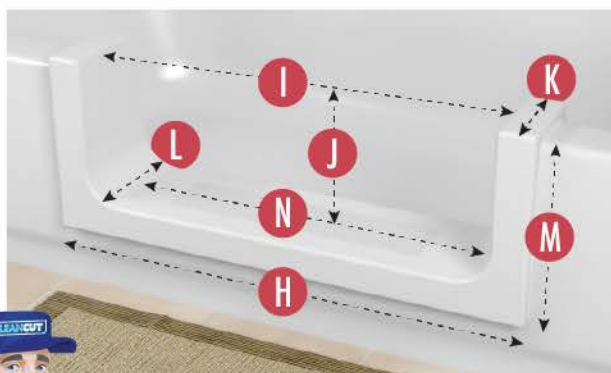


- D** **TEMPLATE LENGTH:** 25.5 Inches
- E** **TEMPLATE HEIGHT:** 8.5 Inches

AMOUNT PRODUCT OVERLAPS PAST CUT LINES:

- F** **LEFT AND RIGHT SIDE OVERLAP:** 1.25 Inches
- G** **BOTTOM OVERLAP:** 1 Inch

ACTUAL PRODUCT MEASUREMENTS:



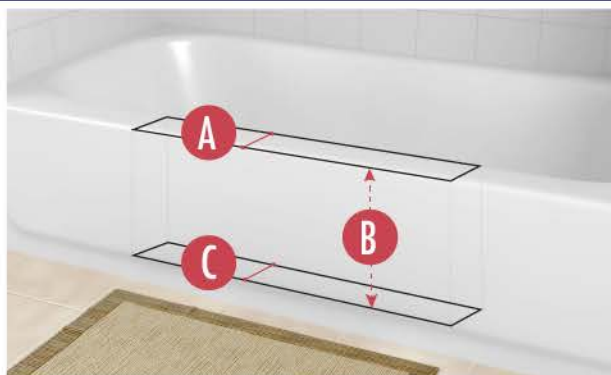
- H** **PRODUCT LENGTH:** 28 Inches
- I** **OPENING LEFT TO RIGHT AT TOP:** 24 Inches
- J** **PRODUCT OPENING TOP TO BOTTOM:** 8.5 Inches
- K** **PRODUCT WIDTH AT TOP:** 5 Inches
- L** **PRODUCT WIDTH AT BOTTOM:** 5.75 Inches
- M** **PRODUCT HEIGHT:** 10.25 Inches
- N** **OPENING LEFT TO RIGHT AT BOTTOM:** 20.75 Inches





SIZING & MEASUREMENT GUIDE FOR MEDIUM SIZE

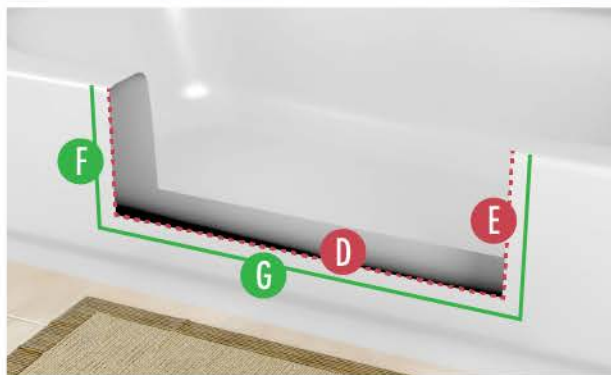
TUB REQUIREMENTS:



- A** **MAX* TUB-WALL WIDTH AT TOP:** 4.5 Inches
- B** **BOTTOM WIDTH MEASURE DEPTH:** 9.75 Inches
Distance to measure down from top of tub to establish "Max Tub-Wall Width at Bottom"
- C** **MAX* TUB-WALL WIDTH AT BOTTOM :** 5.75 Inches
Note: Bottom tub width is typically wider than top width.

**If your tub exceeds these MAX size measurements, this product will not work with your tub.*

TEMPLATE (CUT LINES) AND PRODUCT OVERLAP MEASUREMENTS:

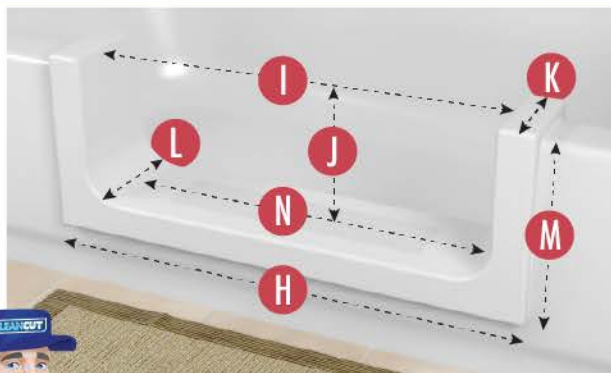


- D** **TEMPLATE LENGTH:** 25.5 Inches
- E** **TEMPLATE HEIGHT:** 8.5 Inches

AMOUNT PRODUCT OVERLAPS PAST CUT LINES:

- F** **LEFT AND RIGHT SIDE OVERLAP:** 1.25 Inches
- G** **BOTTOM OVERLAP:** 1 Inch

ACTUAL PRODUCT MEASUREMENTS:



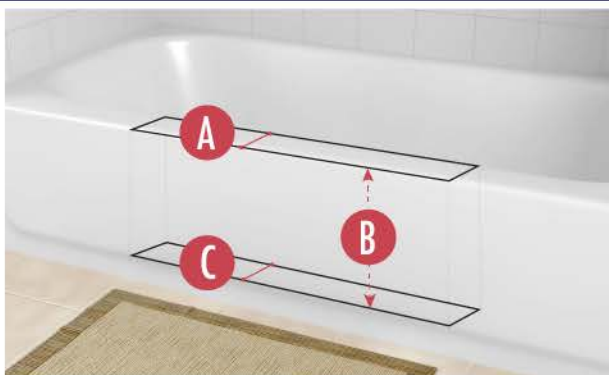
- H** **PRODUCT LENGTH:** 28 Inches
- I** **OPENING LEFT TO RIGHT AT TOP:** 24 Inches
- J** **PRODUCT OPENING TOP TO BOTTOM:** 8.25 Inches
- K** **PRODUCT WIDTH AT TOP:** 5.5 Inches
- L** **PRODUCT WIDTH AT BOTTOM:** 6.75 Inches
- M** **PRODUCT HEIGHT:** 10.25 Inches
- N** **OPENING LEFT TO RIGHT AT BOTTOM:** 20.75 Inches





SIZING & MEASUREMENT GUIDE FOR LARGE/WIDE SIZE

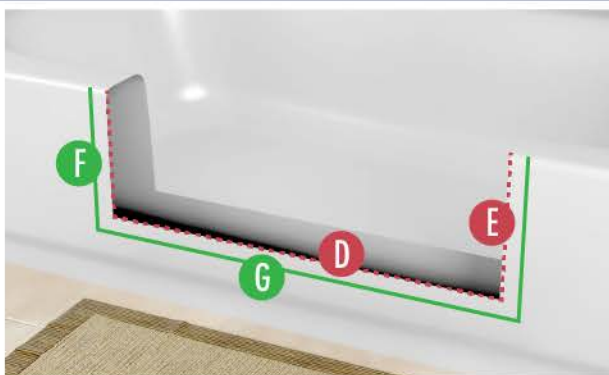
TUB REQUIREMENTS:



- A** **MAX* TUB-WALL WIDTH AT TOP:** 6 Inches
- B** **BOTTOM WIDTH MEASURE DEPTH:** 9.75 Inches
Distance to measure down from top of tub to establish "Max Tub-Wall Width at Bottom"
- C** **MAX* TUB-WALL WIDTH AT BOTTOM :** 7.25 Inches
Note: Bottom tub width is typically wider than top width.

**If your tub exceeds these MAX size measurements, this product will not work with your tub.*

TEMPLATE (CUT LINES) AND PRODUCT OVERLAP MEASUREMENTS:

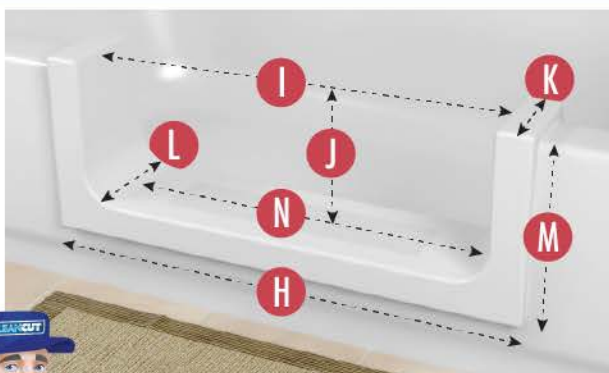


- D** **TEMPLATE LENGTH:** 25.5 Inches
- E** **TEMPLATE HEIGHT:** 8.5 Inches

AMOUNT PRODUCT OVERLAPS PAST CUT LINES:

- F** **LEFT AND RIGHT SIDE OVERLAP:** 1.25 Inches
- G** **BOTTOM OVERLAP:** 1.25 Inches

ACTUAL PRODUCT MEASUREMENTS:



- H** **PRODUCT LENGTH:** 28 Inches
- I** **OPENING LEFT TO RIGHT AT TOP:** 24 Inches
- J** **PRODUCT OPENING TOP TO BOTTOM:** 8.5 Inches
- K** **PRODUCT WIDTH AT TOP:** 7 Inches
- L** **PRODUCT WIDTH AT BOTTOM:** 8.25 Inches
- M** **PRODUCT HEIGHT:** 10.25 Inches
- N** **OPENING LEFT TO RIGHT AT BOTTOM:** 20.75 Inches



ULTRA-LOW™

Adds step-in accessibility to higher profile tubs!



The Ultra-Low is available in 2 colors and 1 size.
Detailed sizing info can be found on the following page.

The kit for this product includes:

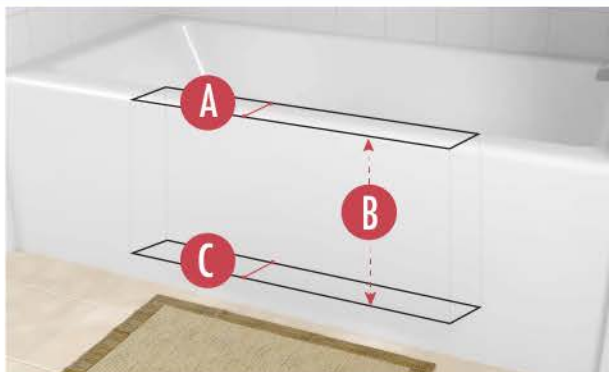
- One ULTRA-LOW (Wide)
- One 2-Part Support Box Structure
- Template to be used for cutting the tub
- Two tubes of required adhesive
- Angled extension
- All CleanCut™ products are sold as kits.



Kit includes everything shown here.

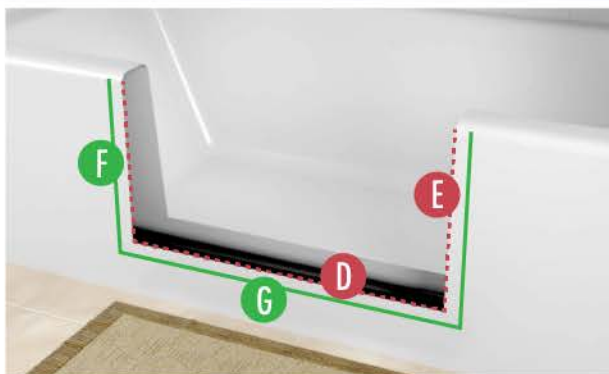
INSTALLATION:	Fully installs in 2-4 hours
PRICING:	Our Installer-Kit-Pricing-Sheet is sent to registered Facilities. Don't have yours yet? Give us a call!
SIZE:	Wide See following pages for detailed sizing and measurement information.
COLOR OPTIONS:	<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="border: 1px solid gray; border-radius: 50%; width: 60px; height: 60px; background-color: white; display: flex; align-items: center; justify-content: center;"> <p>STANDARD WHITE*</p> </div> <div style="border: 1px solid gray; border-radius: 50%; width: 60px; height: 60px; background-color: #c8c8a8; display: flex; align-items: center; justify-content: center;"> <p>STANDARD BEIGE*</p> </div> </div> <p style="font-size: small; margin-top: 10px;">*The colors shown are representative of our tub colors but reproduction may not be exact.</p>



THE **CLEANCUT****ULTRA-LOW****SIZING &
MEASUREMENT GUIDE****TUB REQUIREMENTS:**

- A** **MAX* TUB-WALL WIDTH AT TOP:** 6 Inches
- B** **BOTTOM WIDTH MEASURE DEPTH:** 14.75 Inches
Distance to measure down from top of tub to establish "Max Tub-Wall Width at Bottom"
- C** **MAX* TUB-WALL WIDTH AT BOTTOM :** 7.25 Inches
Note: Bottom tub width is typically wider than top width.

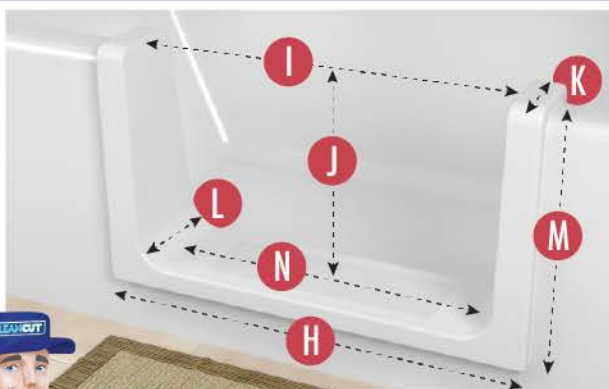
**If your tub exceeds these MAX size measurements, this product will not work with your tub.*

TEMPLATE (CUT LINES) AND PRODUCT OVERLAP MEASUREMENTS:

- D** **TEMPLATE LENGTH:** 25.5 Inches
- E** **TEMPLATE HEIGHT:** 14 Inches

AMOUNT PRODUCT OVERLAPS PAST CUT LINES:

- F** **LEFT AND RIGHT SIDE OVERLAP:** 1.5 Inches
- G** **BOTTOM OVERLAP:** .50 Inch

ACTUAL PRODUCT MEASUREMENTS:

- H** **PRODUCT LENGTH:** 28 Inches
- I** **OPENING LEFT TO RIGHT AT TOP:** 24.25 Inches
- J** **PRODUCT OPENING TOP TO BOTTOM:** 13.75 Inches
- K** **PRODUCT WIDTH AT TOP:** 7 Inches
- L** **PRODUCT WIDTH AT BOTTOM:** 8.25 Inches
- M** **PRODUCT HEIGHT:** 15.75 Inches
- N** **OPENING LEFT TO RIGHT AT BOTTOM:** 20.75 Inches



DOOR

Adds a water-tight door!
Step-in and take a full bath!



The Door is available in 1 color, 3 sizes, and left or right hinge swing.
Specs for these different sizes can be found on the following pages.

The kit for this product includes:

- One DOOR (Narrow, Medium, or Wide)
- **Left or right door swing configured**
- **Specify preference when ordering**
- Template to be used for cutting the tub
- One Support Box Structure
- One Water-Proof Wrap
- Two tubes of required adhesive
- Angled extension
- All CleanCut™ products are sold as kits.



Kit includes everything shown here.
(Template not shown)

INSTALLATION:

Fully installs in 2-4 hours

PRICING:

Our Installer-Kit-Pricing-Sheet is sent to registered Facilities. **Don't have yours yet? Give us a call!**

SIZE OPTIONS:

Narrow / Medium / Wide

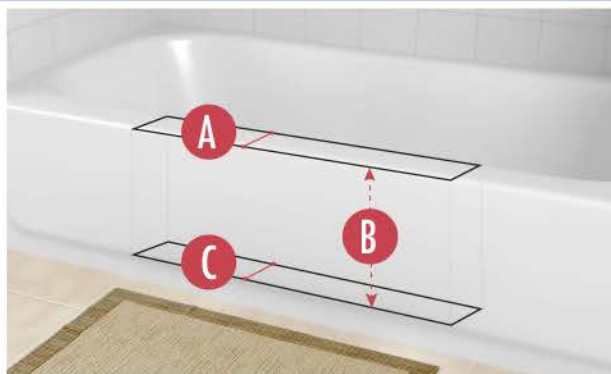
See following pages for detailed sizing and measurement information.

COLOR:

STANDARD
WHITE*

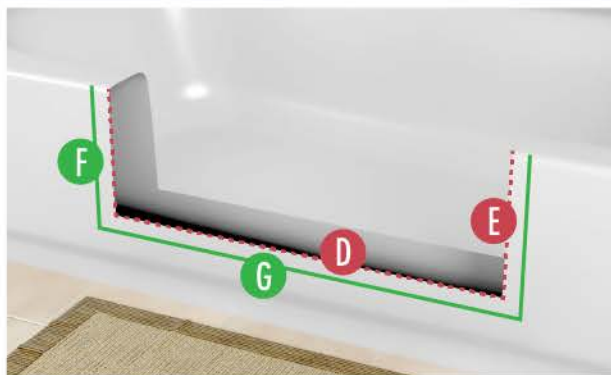
*The color shown is representative of our tub color but reproduction may not be exact.



THE **CLEANCUT****DOOR**SIZING & MEASUREMENT GUIDE FOR
SMALL/NARROW SIZE**TUB REQUIREMENTS:**

- A** **MAX* TUB-WALL WIDTH AT TOP:** 5.25 Inches
- B** **BOTTOM WIDTH MEASURE DEPTH:** 10.5 Inches
Distance to measure down from top of tub to establish "Max Tub-Wall Width at Bottom"
- C** **MAX* TUB-WALL WIDTH AT BOTTOM :** 5.25 Inches
Note: Bottom tub width is typically wider than top width.

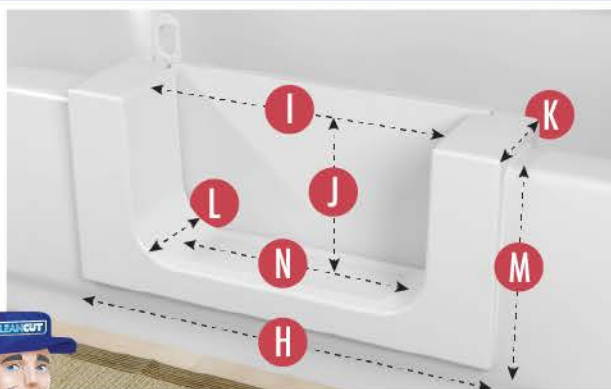
**If your tub exceeds these MAX size measurements, this product will not work with your tub.*

TEMPLATE (CUT LINES) AND PRODUCT OVERLAP MEASUREMENTS:

- D** **TEMPLATE LENGTH:** 19 Inches
- E** **TEMPLATE HEIGHT:** 9.5 Inches

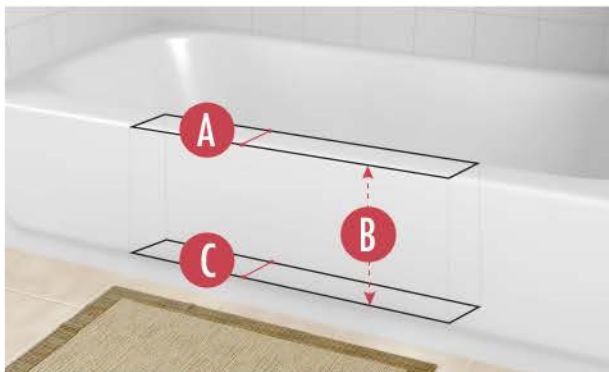
AMOUNT PRODUCT OVERLAPS PAST CUT LINES:

- F** **LEFT AND RIGHT SIDE OVERLAP:** 2.25 Inches
- G** **BOTTOM OVERLAP:** .75 Inch

ACTUAL PRODUCT MEASUREMENTS:

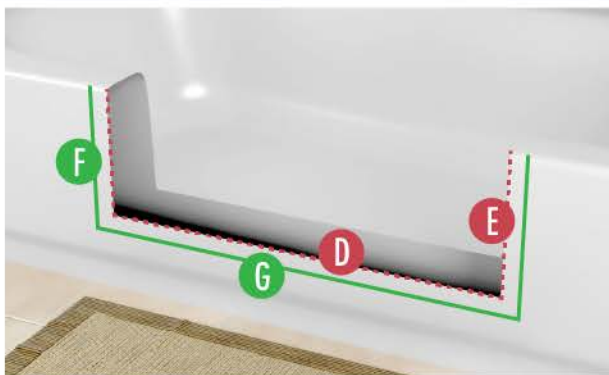
- H** **PRODUCT LENGTH:** 23.5 Inches
- I** **OPENING LEFT TO RIGHT AT TOP:** 16.75 Inches
- J** **PRODUCT OPENING TOP TO BOTTOM:** 9 Inches
- K** **PRODUCT WIDTH AT TOP:** 6.25 Inches
- L** **PRODUCT WIDTH AT BOTTOM:** 6.25 Inches
- M** **PRODUCT HEIGHT:** 11 Inches
- N** **OPENING LEFT TO RIGHT AT BOTTOM:** 13.25 Inches



THE **CLEANCUT****DOOR**SIZING & MEASUREMENT GUIDE FOR
MEDIUM SIZE**TUB REQUIREMENTS:**

- A** **MAX* TUB-WALL WIDTH AT TOP:** 6.5 Inches
- B** **BOTTOM WIDTH MEASURE DEPTH:** 10.5 Inches
Distance to measure down from top of tub to establish "Max Tub-Wall Width at Bottom"
- C** **MAX* TUB-WALL WIDTH AT BOTTOM :** 6.5 Inches
Note: Bottom tub width is typically wider than top width.

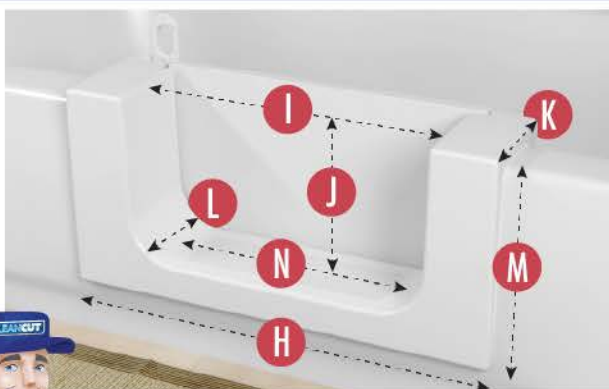
**If your tub exceeds these MAX size measurements, this product will not work with your tub.*

TEMPLATE (CUT LINES) AND PRODUCT OVERLAP MEASUREMENTS:

- D** **TEMPLATE LENGTH:** 19 Inches
- E** **TEMPLATE HEIGHT:** 9.5 Inches

AMOUNT PRODUCT OVERLAPS PAST CUT LINES:

- F** **LEFT AND RIGHT SIDE OVERLAP:** 2.25 Inches
- G** **BOTTOM OVERLAP:** .75 Inch

ACTUAL PRODUCT MEASUREMENTS:

- H** **PRODUCT LENGTH:** 23.5 Inches
- I** **OPENING LEFT TO RIGHT AT TOP:** 16.75 Inches
- J** **PRODUCT OPENING TOP TO BOTTOM:** 9 Inches
- K** **PRODUCT WIDTH AT TOP:** 7.5 Inches
- L** **PRODUCT WIDTH AT BOTTOM:** 7.5 Inches
- M** **PRODUCT HEIGHT:** 11 Inches
- N** **OPENING LEFT TO RIGHT AT BOTTOM:** 13.25 Inches

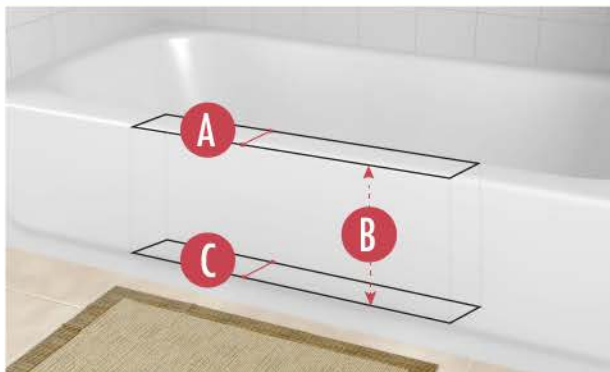


THE CLEANCUT

DOOR™

SIZING & MEASUREMENT GUIDE FOR
LARGE/WIDE SIZE

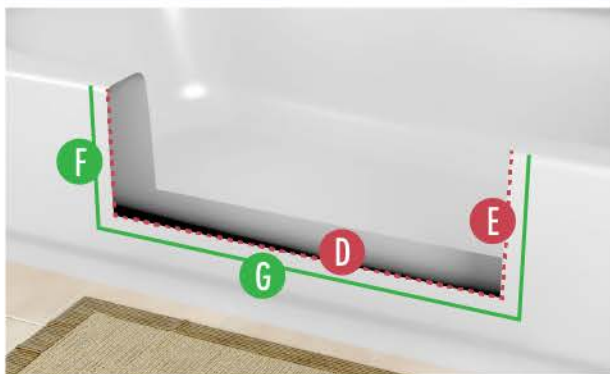
TUB REQUIREMENTS:



- A** MAX* TUB-WALL WIDTH AT TOP: 7.5 Inches
- B** BOTTOM WIDTH MEASURE DEPTH: 10.5 Inches
Distance to measure down from top of tub to establish "Max Tub-Wall Width at Bottom"
- C** MAX* TUB-WALL WIDTH AT BOTTOM : 7.5 Inches
Note: Bottom tub width is typically wider than top width.

**If your tub exceeds these MAX size measurements, this product will not work with your tub.*

TEMPLATE (CUT LINES) AND PRODUCT OVERLAP MEASUREMENTS:

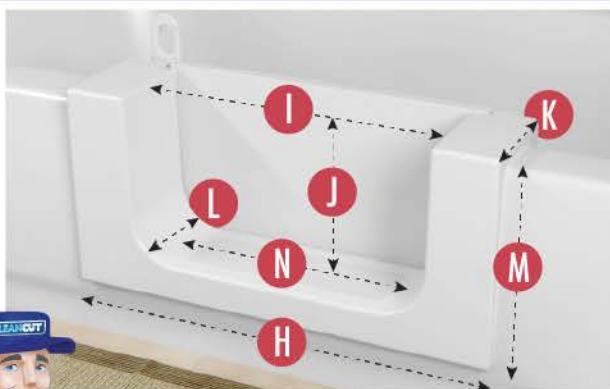


- D** TEMPLATE LENGTH: 19 Inches
- E** TEMPLATE HEIGHT: 9.5 Inches

AMOUNT PRODUCT OVERLAPS PAST CUT LINES:

- F** LEFT AND RIGHT SIDE OVERLAP: 2.25 Inches
- G** BOTTOM OVERLAP: .75 Inch

ACTUAL PRODUCT MEASUREMENTS:



- H** PRODUCT LENGTH: 23.5 Inches
- I** OPENING LEFT TO RIGHT AT TOP: 16.75 Inches
- J** PRODUCT OPENING TOP TO BOTTOM: 9 Inches
- K** PRODUCT WIDTH AT TOP: 8.5 Inches
- L** PRODUCT WIDTH AT BOTTOM: 8.5 Inches
- M** PRODUCT HEIGHT: 11 Inches
- N** OPENING LEFT TO RIGHT AT BOTTOM: 13.25 Inches



CONVERTIBLE™

Configures from Step-In to Full Bath in seconds!



Use as Step-In Shower



Use as Full Tub

The Convertible is available in 1 color and 1 size. Detailed sizing info can be found on the following page.

The kit for this product includes:

- One CONVERTIBLE (Wide)
- One 2-Part Support Box Structure
- Template to be used for cutting the tub
- Two tubes of required adhesive
- Angled extension
- One water-proof wrap
- All CleanCut™ products are sold as kits.



Kit includes everything shown here.

INSTALLATION:	Fully installs in 2-4 hours
PRICING:	Our Installer-Kit-Pricing-Sheet is sent to registered Facilities. Don't have yours yet? Give us a call!
SIZE:	Wide See following pages for detailed sizing and measurement information.
COLOR:	STANDARD WHITE* <small>*The color shown is representative of our tub color but reproduction may not be exact.</small>

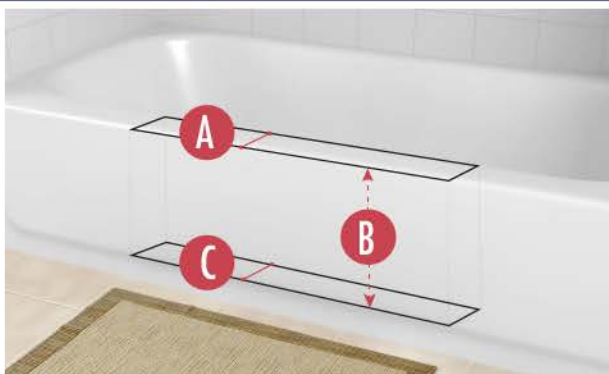


THE CLEANCUT

CONVERTIBLE

SIZING & MEASUREMENT GUIDE

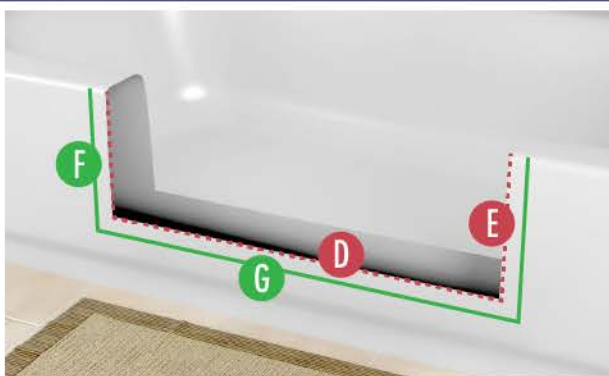
TUB REQUIREMENTS:



- A** **MAX* TUB-WALL WIDTH AT TOP:** 6 Inches
- B** **BOTTOM WIDTH MEASURE DEPTH:** 10.5 Inches
Distance to measure down from top of tub to establish "Max Tub-Wall Width at Bottom"
- C** **MAX* TUB-WALL WIDTH AT BOTTOM :** 7 Inches
Note: Bottom tub width is typically wider than top width.

**If your tub exceeds these MAX size measurements, this product will not work with your tub.*

TEMPLATE (CUT LINES) AND PRODUCT OVERLAP MEASUREMENTS:

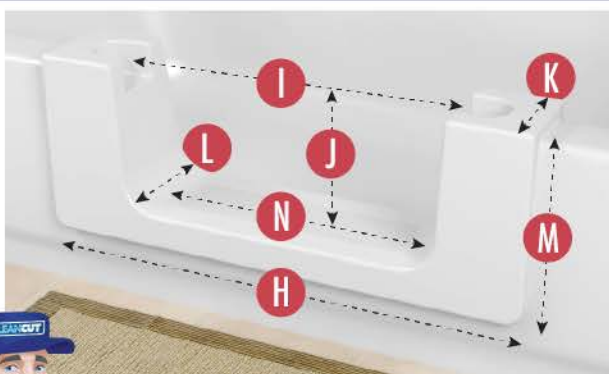


- D** **TEMPLATE LENGTH:** 26 Inches
- E** **TEMPLATE HEIGHT:** 9.25 Inches

AMOUNT PRODUCT OVERLAPS PAST CUT LINES:

- F** **LEFT AND RIGHT SIDE OVERLAP:** 1.25 Inches
- G** **BOTTOM OVERLAP:** .75 Inch

ACTUAL PRODUCT MEASUREMENTS: (PLUG INSERT NOT SHOW)



- H** **PRODUCT LENGTH:** 28.75 Inches
- I** **OPENING LEFT TO RIGHT AT TOP:** 18.75 Inches
- J** **PRODUCT OPENING TOP TO BOTTOM:** 8.5 Inches
- K** **PRODUCT WIDTH AT TOP:** 7 Inches
- L** **PRODUCT WIDTH AT BOTTOM:** 8 Inches
- M** **PRODUCT HEIGHT:** 10.75 Inches
- N** **OPENING LEFT TO RIGHT AT BOTTOM:** 15.5 Inches



SUPPORT

MARKETING SUPPORT:

The installer page on our website is loaded with marketing assets that can help in your marketing efforts. You'll find logos, brochures, photos and videos and more. Everything you need to market your installation of our products to customers. Visit CleanCutBath.com/Installers to review what's available to you.

INSTALLATION SUPPORT:

The installer page of our website (ADD LINK) has a set of videos and downloadable written documentation to walk you through the step by step product selection, sizing and installation process. There's no more convenient way to see the CleanCut process for a perfect installation.



CLEANCUT™

Have Questions? Ready to Order Kits?
Call us Toll-Free at 877-882-7837

LIMITED WARRANTY

Subject to the terms of this Limited Warranty, Safeway Safety Step, LLC (DBA "CleanCut") will, at its election in its sole discretion, repair or replace the CleanCut Step, CleanCut Ultra- Low, CleanCut Door, or CleanCut Convertible ("Product"), or issue a Product refund, if the Product is found by CleanCut to be defective in material or workmanship (or both) during the relevant period set forth below.

Limited Warranty Period

The warranty period begins on the date that the Product is shipped to the original purchaser and continues for one (1) year so long as the Product is used by the original purchaser for personal, family or household purposes. This warranty is not transferable and does not apply to subsequent owners, transferees or users.

This limited warranty DOES NOT COVER the following:

1. Defect or damage arising from shipping, installation, alterations or modifications of any type, accidents, abuse, misuse, lack of proper maintenance (including failures to maintain caulking) and cleaning, whether caused by an installer, plumbing contractor, service company, the original purchaser or any other person.
2. **ANY DEFECTS RESULTING FROM IMPROPER INSTALLATION OR MAINTENANCE OF THE PRODUCT, AND IN NO EVENT SHALL THIS LIMITED WARRANTY APPLY IF THE PRODUCT IS NOT INSTALLED BY A LICENSED CONTRACTOR OR OTHER TRAINED PROFESSIONAL.**
3. Deterioration through normal wear and tear and the expense of normal maintenance.
4. Shipping cost for returning products for repairs or replacement under the limited warranty and labor or other cost incurred in connection with removal or installation under this limited warranty.
5. **ANY LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED, OR EXTENSIONS BEYOND THE DURATION OF THIS LIMITED WARRANTY OF ANY IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR AN INTENDED PURPOSE.**
Depending on your state, some of these limitations may not apply to you.
6. Responsibility for compliance with local code requirements.

This warranty shall become effective upon receipt by CleanCut of (i) evidence of proof of purchase and (ii) the Warranty Registration Card. For service under this warranty, you must notify CleanCut in writing within ten (10) days of discovery of a defect at: 5242 Rialto Road, West Chester, OH 45069. All such notices must include the date when the defect was discovered, a description of the defect, the name and address of the installer of the Product and evidence of the date of purchase and date of delivery (if delivery is applicable). Please allow a reasonable time for commencement and completion of warranty repairs.

No other company or person has any authority to make any warranties or representations on behalf of CleanCut for the Product. This limited warranty does not affect the other statutory rights you may have, which vary from state to state.

KIT SALE TERMS

SAFEMART SAFETY STEP, LLC (DBA CLEAN CUT) TERMS AND CONDITIONS OF KIT SALE

1. SELLER hereby sells, and PURCHASER hereby purchases from SELLER, the products ordered by PURCHASER, whether pursuant to a written purchaser order or an order made verbally by telephone or otherwise (hereinafter "Purchase Order"), and these Terms and Conditions are hereby incorporated into each Purchase Order (the "Products"). The effectiveness of the Purchase Order is subject to SELLER's acceptance.

2. All payments for orders shall be due immediately upon placing an order via the web, phone, fax or mail. The purchase price is exclusive of all sales, use, excise or similar taxes which shall be paid by PURCHASER. PURCHASER shall also pay any and all other taxes or fees required by any governmental authority to be paid by PURCHASER directly. Unless specifically stated otherwise, freight charges will be added to the invoice and risk of loss shall pass to PURCHASER upon delivery to the transportation carrier by SELLER.

3. SELLER shall not be liable for indirect, consequential, special, punitive or incidental damages of any nature whatsoever, including, but not limited to, lost profits or loss or injury or damage to persons or property arising out of or related to the Products. The total liability of SELLER, whether because of claimed negligence, breach of contract, warranty, strict tort or tort liability, infringement or otherwise, shall in all cases be limited to the amounts paid by PURCHASER to SELLER under the Purchase Order. No action other than for breach of the warranty set forth herein may be brought by PURCHASER more than one year after delivery of the Products.

4. SELLER warrants the Products manufactured and sold by it to be free from material defects in materials and workmanship arising under due care for a period beginning on the date the Products are shipped to the original purchaser of the Products, and continuing for twelve months (the "Warranty Period"). For the avoidance of doubt, only the Limited Warranty (attached hereto) shall apply and, in all cases, only applies to the original purchaser who purchases the Products for personal, family or household purposes and shall not be assigned nor apply to subsequent owners, transferees or users. SELLER's obligation, at its sole discretion, and PURCHASER's sole remedy, in the event of a breach of this warranty is limited to replacement of the product or refund of SELLER's original costs relative to its replacement, if such claim is made within the Warranty Period and the product is found to be defective in material or workmanship. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE LIMITED WARRANTY SHALL NOT APPLY IF THE PRODUCTS ARE NOT INSTALLED BY A LICENSED CONTRACTOR OR OTHER TRAINED TRADE PROFESSIONAL. Other than the express warranty provided in this section, SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE MERCHANTABILITY, NON-INFRINGEMENT, QUALITY, CHARACTER, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

5. PURCHASER acknowledges that there may be included as part of the Products sold hereunder products manufactured by a third party other than SELLER. Such third party products ARE PROVIDED "AS IS," AND SELLER MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE MERCHANTABILITY, NON-INFRINGEMENT, QUALITY, CHARACTER, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO SUCH THIRD PARTY PRODUCTS.

6. PURCHASER has no right to use or license others to use SELLER's trademarks alone or in combination with other words, letters, numbers, logos or symbols, as part of its company name, company trademark, domain name, internet website or internet address or that of any subsidiary or branch. PURCHASER shall not attempt to appropriate or adopt any of SELLER's trademarks or trade names as its own or act in any other way that might result in public deception or confusion as to the fact that SELLER is the source of the Products and that SELLER and PURCHASER are separate entities. The preceding shall not prevent authorized installers to market the installation of the Products, including use of SELLER's brochures and logo for such purpose but only where authorized by SELLER.

7. All sales are final, and PURCHASER may only return Product to SELLER in the case of a shipping error by SELLER or Product issue per the terms of the Limited Warranty.

8. Failure by either party to insist upon strict performance or to exercise any right or privilege contained in the Purchase Order or these Terms and Conditions, or the waiver of any breach of the provisions of the Purchase Order or these Terms and Conditions shall not be construed as thereafter, as waiving any such terms, conditions, provisions, rights or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

9. The Purchase Order and these Terms and Conditions shall be construed and interpreted according to Ohio law. Any action arising out of or related thereto shall be litigated solely and exclusively in the courts of Hamilton County, Ohio, and PURCHASER expressly consents to the jurisdiction of said courts for all such matters and waives objection to venue of such courts.

10. PURCHASER shall defend, indemnify and hold harmless SELLER for any and all damages, expenses, liabilities, and claims arising or resulting from any error or defect in, failure to comply with SELLER's instructions or guidelines regarding, or otherwise relating to the installation of the Products by PURCHASER or any installer, PURCHASER's use of the Products, or the alteration, removal, or other modification of warning labels provided by SELLER in connection with the Products.

11. SELLER hereby retains a purchase money security interest in all Products purchased by PURCHASER and the proceeds from any disposition thereof until SELLER has received payment in full of the purchase price. PURCHASER hereby appoints SELLER as its agent to execute and file any UCC financing or other documents necessary to confirm and perfect SELLER's interest in the Products. Title to all Products shall remain with SELLER until PURCHASER has made full payment to SELLER for all Products sold hereunder. In the event PURCHASER fails to timely pay for the Products in full, or Purchaser's payment is dishonored for any reason, SELLER may enforce its security interest, repossess the Products, and seek any other remedy as provided by law. In the event SELLER brings suit against PURCHASER to collect any sum due (including any action to enforce SELLER's security interest in the Products), SELLER shall be entitled to recover reasonable attorneys' fees, court costs and interest at the rate of 18% on all sums due. If the maximum legal interest rate is less than 18%, then SELLER shall only be entitled to the maximum interest rate allowable under law.

12. The Purchase Order, along with these Terms and Conditions, contains the entire agreement of the parties, and no other understandings, agreements, or representations, verbal or otherwise, exist or have been made by and between the parties with respect to the purchase and sale of the Products. The Purchase Order and these Terms and Conditions may not be modified except in writing, signed by both parties. To the extent any other contract documents exist, such as PURCHASER's specifications, such documents shall not be a part of the Purchase Order or these Terms and Conditions and shall not bind SELLER in any regard unless such documents are expressly incorporated by reference in the Purchase Order.

13. PURCHASER does not acquire hereby any intellectual property or other proprietary rights, including patents, designs, trademarks, copyright or rights in any confidential information or trade secrets, in or relating to the Products or any part thereof.

14. PURCHASER may not assign or delegate any of its rights or obligations under this Purchase Order without the prior written consent of SELLER. SELLER may assign or delegate any of its rights or obligations under the Purchase Order without notice to PURCHASER. Except where specifically authorized in writing by SELLER, PURCHASER may not resell the Products to any third party.

15. The provisions of the Purchase Order are for the benefit of SELLER and PURCHASER and not for any other person or entity.

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