

# Terms & Conditions

YOUR AGREEMENT WITH HEALTH AT HOME.

## **PRICES**

All prices are subject to change without notice and are exclusive of any shipping, delivery, or handling charges that may apply. Our products are subject to a Minimum Advertised Pricing Policy. See full document for details.

## **MINIMUM ORDERS**

There are no minimum quantities or dollar amount required.

## **HANDLING CHARGES**

Unless notified prior to order shipment, there are no handling charges.

## **TERMS**

Net 30 days with approved credit; otherwise, payment in advance via electronic check or credit card.

## **INVOICING**

All invoices are forwarded via email with tracking information provided for orders shipped from our warehouse.

## **FREIGHT**

All orders are shipped via the carrier and method of Health at Home, Inc.'s choosing with applicable charges added to the customer's invoice. If special routing or expedition is requested, we reserve the right to invoice any additional costs incurred. Oversized packages will be charged the carrier's published price plus handling. As a part of our service, every effort is made to assist with coordination of jobsite deliveries; however, it is the customer's responsibility to contact the carrier and to receive deliveries made to a jobsite or residence.

## **DAMAGE OR LOSS**

Products are shipped "Free on Board" (F.O.B.) meaning, our responsibility ends at the time Health at Home, Inc. delivers merchandise, in original condition, to the carrier. Delivery to the carrier constitutes delivery to the customer. All claims for damaged or

lost shipments should be made promptly by the customer to the carrier. All claims for material shortage, incorrectly shipped product, or damaged goods must be made within 7 days from the invoice date.

## **RETURNED GOODS POLICY**

Prior approval **MUST** be received in writing from H@H for the return of material. Please submit the list of items to be returned, an explanation for the return, and the invoice # on which it was purchased. We will issue a R.G.A. document that must accompany the returned products. The product must be shipped via a prepaid method (unless the cause of return is our error). All products to be returned for resale are subject to our inspection and a 25% restocking charge.

## **WARRANTY**

All H@H products are covered by a minimum of a one year warranty to be free from defects in material or workmanship. See our full warranty document for details (below).

# **TERMS AND CONDITIONS**

## **ENSURING PRODUCT QUALITY & SUPPORT.**

These Terms and Conditions (these “Terms and Conditions”) govern the relationship with all visitors of healthathomeinc.com (the “Site”) and with all purchasers and users of products from Health at Home, Inc. (“HHI”). By clicking “I ACCEPT” below, by visiting or otherwise accessing the Site, or by using the products offered by HHI (the “Products”), you agree to these Terms and Conditions.

Throughout these Terms and Conditions, “you” applies to both individuals and entities that access or use the Site or purchase or use any Products. If you are an individual using our Site or purchasing or using our Products on behalf of an entity, you represent and warrant that you have the authority to bind that entity to the Terms and Conditions and that by using our Site or purchasing or using our Products, you are accepting the Terms and Conditions on behalf of that entity.

If you do not agree with these Terms and Conditions, do not visit or access the Site and do not purchase any Products. If you do not agree to be bound by these Terms and Conditions as published by HHI from time to time, your sole and exclusive remedy is to discontinue visiting and accessing the Site and discontinue purchases of the Products.

## **TERMS OF USE**

**1. Site.** The Site is provided only for the purposes of providing information and allowing visitors to purchase Products. All content including, but not limited to, all copyrights, trademarks, and service marks on the Site are the sole property of HHI and its suppliers. No licenses or rights are granted, assigned, or transferred in any manner to any other person as a result of access to the Site. Except for content expressly allowed for download on the Site, you may not download or use all or any portion of the content

of the Site. In addition, you may not modify or copy the content, use the content for any commercial purpose, publicly display the content, remove any copyright or other proprietary notations, transfer the content to another person, or “mirror” the content in any way.

**2. Your Account.** If you create an account with HHI for the purchase of Products, you agree to provide us with complete and accurate information when you create such account. You are responsible for maintaining the security of your account, and you are fully responsible and liable for all activities that occur under your account. You will not share or misuse your account. You will immediately notify HHI of any unauthorized use of your account or of any other breach of security. HHI is not liable for any acts or omissions by you including any damages of any kind incurred as a result of such acts or omissions. If you are younger than the age of 18, you may not create an account with HHI.

**3. Products.** Purchase and use of the Products is subject to the Limited Warranty found at [www.healthathomeinc.com](http://www.healthathomeinc.com) or by request to [warranty@healthathomeinc.com](mailto:warranty@healthathomeinc.com).

**4. DISCLAIMERS.** YOUR USE OF THE SITE IS IT AT YOUR OWN RISK. HHI IS PROVIDING THE SITE “AS IS” WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. HHI DOES NOT GUARANTEE THAT THE SITE WILL BE SAFE, SECURE, OR ERROR FREE. THE CONTENT ON THE SITE MAY INCLUDE TECHNICAL, TYPOGRAPHICAL, OR PHOTOGRAPHIC ERRORS. HHI DOES NOT WARRANT THAT ANY OF THE CONTENT ON THE SITE IS ACCURATE, COMPLETE, OR CURRENT.

**5. Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL HHI BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES including, but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), FOR ANY REASON. EXAMPLES OF SUCH REASONS INCLUDE, WITHOUT LIMITATION, THOSE DAMAGES RESULTING FROM ANY ASPECT OF YOUR USE OF THIS SITE OR ANY purchase or uSE OF THE PRODUCTS, WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF THE SITE OR ANY PRODUCTS, FROM INABILITY TO USE THE SITE OR ANY PRODUCTS, FROM THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION, OR TERMINATION OF THE SITE OR ANY PRODUCTS, FROM ANY OTHER ACTION TAKEN BY HHI, OR OTHERWISE. THE FOREGOING LIMITATION SHALL APPLY REGARDLESS OF THE FORM OF ACTION AND WHETHER SUCH ACTION IS IN CONTRACT, BREACH OF WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

In some jurisdictions, limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitationS may not apply to you. IN SUCH CASES, HHI’S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

You acknowledge that no data transmission on the Internet can be 100% secure. Consequently, you acknowledge and agree that all information sent to us (including any payment information or personal or confidential information) is done so **at your own risk**.

**PLEASE BE AWARE THAT HHI DOES NOT PROVIDE REVISED WIRING OR PAYMENT INFORMATION BY E-MAIL OR TELEPHONE. IF YOU RECEIVE ANY COMMUNICATION CHANGING HOW YOU SHOULD PAY OR WHERE YOU SHOULD SEND PAYMENT FOR PRODUCTS, PLEASE CONTACT HHI IMMEDIATELY AT [ORDERS@HEALTHATHOMEINC.COM](mailto:ORDERS@HEALTHATHOMEINC.COM) TO REPORT SUCH COMMUNICATION.**

**6. Prices.** All prices are subject to change without notice and are exclusive of any shipping, delivery, or handling charges that may apply.

**7. Invoicing.** All invoices are forwarded via email with tracking information provided for orders shipped from our warehouse.

**8. Freight.** All orders are shipped via the carrier and method of HHI's choosing with applicable charges added to the customer's invoice. If special routing or expedition is requested, we reserve the right to invoice any additional costs incurred. Oversized packages will be charged the carrier's published price plus handling. As a part of our service, every effort is made to assist with coordination of jobsite deliveries; however, it is the customer's responsibility to contact the carrier and to receive deliveries made to a jobsite or residence.

**9. Damage or Loss.** Products are shipped "Free on Board" (F.O.B.) meaning, our responsibility ends at the time HHI delivers merchandise, in original condition, to the carrier. Delivery to the carrier constitutes delivery to the customer. All claims for damaged or lost shipments should be made promptly by the customer to the carrier. All claims for material shortage, incorrectly shipped product, or damaged goods must be made within 14 days from the invoice date.

**10. Returned Goods Policy:** Prior approval MUST be received in writing from HHI for the return of material. Some special-order items may not be eligible for return. Please contact us for further information. Please submit the list of items to be returned, an explanation for the return, and the invoice # on which it was purchased. We will issue a Returned Goods Authorization document that must accompany the returned products. The product must be shipped via a prepaid method (unless the cause of return is our error). All products to be returned for resale must initiate the return within 14 days of the invoice date and are subject to our inspection and a 25% restocking charge.

**11. Miscellaneous.**

(a) **Binding Effect; Assignment.** These Terms and Conditions are binding on and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns. All rights and obligations hereunder shall not be assigned by you without the prior express written consent of HHI. All rights and obligations hereunder shall be assignable by HHI in its sole discretion.

(b) **Severability.** The provisions of these Terms and Conditions are severable, and the invalidity of any provision shall not affect the validity of any other provision.

(c) **Governing Law.** The rights and obligations of the parties hereto and any claims or disputes relating thereto shall be governed by and construed in accordance with the laws of the State of North Carolina without giving effect to the conflict of laws provisions thereof.

(d) **Waiver.** Any waiver by HHI or consent by HHI to any variation from any provision of these Terms and Conditions shall be valid only if in writing and only in the specific instance in which it is given, and such waiver or consent shall not be construed as a waiver of any other provision or as a consent with respect to any similar instance or circumstance.

**12. Modifications and Amendments.** Although HHI may attempt to notify you when major changes are made to these Terms and Conditions, you should periodically review the most up-to-date version. HHI may, in its sole discretion, modify or revise these Terms and Conditions at any time, and you agree to be bound by such modifications or revisions through your continued use of the Site or purchase of any Products. HHI may make changes to the content of the Site at any time without notice. HHI is not obligated to make any changes to the Site for any reason.

**HHI LIMITED WARRANTY**

**EXCEPT AS SET FORTH IN THIS LIMITED WARRANTY, NO PRODUCTS SOLD BY HEALTH AT HOME, INC. (“HHI”) SHALL HAVE ANY WARRANTY. YOU AGREE TO LOOK SOLELY TO THE MANUFACTURER OF SUCH PRODUCTS FOR ANY WARRANTY OR CLAIMS.**

**BY PURCHASING OR USING THE PRODUCTS YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LIMITED WARRANTY. IF YOU DO NOT AGREE TO THE TERMS OF THIS LIMITED WARRANTY, DO NOT PURCHASE OR USE ANY PRODUCTS.**

This limited warranty gives YOU specific legal rights. YOU may also have other rights which vary BASED from state to state and ON THE LAWS OF THE APPLICABLE STATE, PROVINCE, OR COUNTRY.

TO THE EXTENT PERMITTED BY LAW, THIS LIMITED WARRANTY AND THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, HHI SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES RELATED TO THE PRODUCTS AND YOUR PURCHASE OR USE OF THE PRODUCTS INCLUDING, WITHOUT LIMITATION:

- (A) ANY AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE;
- (B) ANY AND ALL WARRANTIES OF TITLE OR NON-INFRINGEMENT;
- (C) ANY AND ALL WARRANTIES RELATED TO THE RELIABILITY OR ACCURACY; AND
- (D) ANY AND ALL WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS.

in the event that applicable law does not allow the disclaimer of any implied warranties, the duration of such warranties shall be equal to the minimum duration required by applicable law. if there is no minimum duration required by applicable law, the duration of such warranties shall be ONE YEAR.

#### **WHO MAY USE THIS WARRANTY?**

During the Warranty Period as defined below, this limited warranty applies exclusively to (a) the original purchaser or, (b) if the original purchaser is purchasing the Products solely to install and resell them (a “Contractor”), the initial purchaser from such Contractor, (c) if the original purchaser is purchasing the Products solely to resell them (a “Reseller”), the initial purchaser from such Reseller (both (a), (b), and (c) are referred to herein as “you”)of the Products warranted under this limited warranty.

#### **WHAT DOES THIS WARRANTY COVER?**

This limited warranty covers defects in materials and workmanship of the products sold by HHI to you and installed in your home by a Contractor or by you (the “Product(s)”) for the Warranty Period as defined below.

<b>Product</b>	<b>Warranty Time Period</b>
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Bilanx® bath collection fold up seat frame	5 years
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with HDPE seat slats (entire seat, frame,

and slats)

Bilanx® bath collection accessories **5 years**

Bilanx® bath collection seats with teak wood **1 year**

or walnut wood slats (entire seat, frame, and slats)

Bilanx® Turn Key Shower Solution walls **10 years**

(warranty limited to the backer wall material having a

screw withdrawal strength of 200 pounds at a minimum

and a surface wall water absorption rate no greater than 1%)

#### **WHAT DOES THIS WARRANTY NOT COVER?**

HHI is not liable for any labor, damage, or other expense of any kind incurred with the sale or use of its Products.

This limited warranty **does not cover** any damage, malfunction, defect, or other failure due to:

(a) faulty installation;

(b) improper care or cleaning (including use of harsh chemicals, solvents or corrosives, harsh abrasives, or harsh scrubbing);

(c) improper use;

(d) failure to follow the Product instructions or warnings;

(e) failure to perform reasonable maintenance;

(f) failure of sealants/silicone;

(g) improper or unauthorized repair, modification or alteration;

(h) normal wear and tear;

(i) damages from hard water, lime scale, or similar conditions; or

(j) external causes such as your or others negligence or fault, accidents, abuse, or other actions or events beyond our reasonable control.

This limited warranty only applies to Products purchased after May 15, 2025.

This limited warranty **only applies to** Products purchased directly from HHI or a Contractor who purchased the Products directly from HHI. This limited warranty **does not apply to** services, including any errors, issues, or problems relating to the installation of the Products.

Due to the nature of Products color-blending, **we cannot and do not** guarantee color matching of replacement Products to original Products or other Installation Project (as hereinafter defined) components.

We **do not warrant** that the Products and/or their installation comply with local building code requirements.

#### **WHAT IS THE PERIOD OF COVERAGE?**

This limited warranty starts on the date the Products are installed ("**Installation Project**") and lasts for the warranty time-period set forth for such Products above (the "**Warranty Period**"). The Warranty Period is not extended if we repair or replace a Product. We may change the availability of this limited warranty at our discretion, but any changes will not be retroactive.

#### **WHAT ARE YOUR REMEDIES UNDER THIS WARRANTY?**

With respect to any defective Product during the Warranty Period, we will, in our sole discretion, either repair or replace such Product (or the defective part of such Product) free of charge including paying the cost of shipping the Product from us to you. We will not install any repaired or replacement Product in your home, nor will we assume, or be responsible for, the cost of such installation.

#### **HOW DO YOU OBTAIN WARRANTY SERVICE?**

If you believe that you have a warranty claim, contact us directly at [warranty@healthathomeinc.com](mailto:warranty@healthathomeinc.com)

Please be sure to provide all pertinent information regarding your claim, including a complete description of the problem, pictures of the Product defect (if possible), and the installation address. To help us determine if the Product is within the Warranty Period, please provide adequate evidence of the Product purchase date and original purchaser.

#### **Other Terms**

The terms of this Limited Warranty are severable. If any term of this Limited Warranty is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. This Limited Warranty is governed by the laws of the State of North Carolina without giving effect to the conflicts of laws provisions thereof.

The provisions of the Terms and Conditions found [Terms of Service – Health at Home](#) are hereby incorporated in this Limited Warranty and made an integral part hereof as if they were fully set forth herein.

This warranty provides for the replacement of the product or defective part and its shipping cost, via regular ground parcel delivery. Health at Home, Inc. will not be liable for any labor, damage, or other expense of any kind incurred with the sale or use of its products. For warranty service please provide the date of purchase, copy of original invoice, or, in lieu of invoice, the dealer from whom the product was purchased, and contact us at: [orders@healthathomeinc.com](mailto:orders@healthathomeinc.com)