

Limited Warranty

LIMITED WARRANTY – The Company offers limited warranties regarding certain of its products. Such limited warranties can be found in the Company's catalogs and on its website at → [geberit.us](https://www.geberit.us). **THE COMPANY SHALL NOT BE LIABLE TO BUYER, OR TO ANYONE CLAIMING UNDER BUYER, FOR ANY OTHER OBLIGATIONS OR LIABILITIES, INCLUDING, BUT NOT LIMITED TO, OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORT OR ANY THEORY OF STRICT LIABILITY, WITH RESPECT TO THE PRODUCTS OR THE COMPANY'S ACTS OR OMISSIONS OR OTHERWISE. THE COMPANY AND BUYER AGREE THAT THE EXPRESS WARRANTIES DESCRIBED ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. ALL OTHER EXPRESS WARRANTIES ARE DISCLAIMED. FOR COMMERCIAL PRODUCTS, ALL WARRANTIES IMPLIED BY LAW, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED. FOR CONSUMER PRODUCTS, WARRANTIES IMPLIED BY LAW, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY LIMITED TO THE PERIOD OF THE EXPRESS LIMITED WARRANTY FOR THE RELEVANT PRODUCT.** Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to Buyer. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES. THE COMPANY'S AGGREGATE LIABILITY WITH RESPECT TO A DEFECTIVE PRODUCT AND THIS CONTRACT SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE MONIES PAID TO THE COMPANY FOR THAT DEFECTIVE PRODUCT. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to Buyer. Please see the Company's limited warranty statement for details on limitations.

TO WHOM DOES THIS WARRANTY APPLY? – The Company extends the following limited warranty to the original user only.

WHAT DOES THIS WARRANTY COVER AND HOW LONG DOES IT LAST? This warranty covers the following Commercial Products:

BATH WASTE & OVERFLOW PRODUCTS WARRANTY – Bath Waste & Overflow products are warranted against defects in material and workmanship for the life of the Products.

GEBERIT INSTALLATION SYSTEMS – Frame, Flushing Tanks, and Actuators for Geberit Installation Systems are warranted against defects in material and workmanship for the life of the Products. Filling and Flushing valves are warranted against defects in material and workmanship for 10 years from the date of Product purchase. The Company offers NO WARRANTY for Product batteries.

FIVE YEAR FINISH WARRANTY – RESIDENTIAL – For Products used in residential applications, the finish of the Product is warranted against material manufacturing defects for a period of five (5) years from the date of Product purchase.

FOREVERSHINE™ and HARD COAT FINISHES WARRANTY – RESIDENTIAL – ForeverShine™ and Hard Coat finishes installed in residential-use applications are warranted not to corrode, tarnish or discolor for the life of the Product.

OTHER WARRANTIES – All other Products not covered above are warranted against material manufacturing defects for a period of one (1) year from the date of Product purchase.

WHAT THIS WARRANTY DOES NOT COVER – The Company will not be liable for any labor, transportation or consequential expenses not specifically stated above. There is **NO WARRANTY** in cases of damage in transit, negligence, abuse, abnormal usage, misuse, accidents, normal wear and tear, damage due to environmental or natural elements, failure

to follow the Company's instructions, unauthorized repair, incorrectly performed maintenance or repair, improper installation or storage or use of acidic, abrasive cleaning materials. In order for this Warranty to apply, Buyer must retain and provide to the Company receipts showing date of Product purchase and documenting proper maintenance. Any oral or written description of the Products is for the sole purpose of identifying the Products and shall not be construed as an express warranty. **THE COMPANY SHALL NOT BE LIABLE TO BUYER, OR TO ANYONE CLAIMING UNDER BUYER, FOR ANY OTHER OBLIGATIONS OR LIABILITIES, INCLUDING, BUT NOT LIMITED TO, OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORT OR ANY THEORY OF STRICT LIABILITY, WITH RESPECT TO THE PRODUCTS OR THE COMPANY'S ACTS OR OMISSIONS OR OTHERWISE. THE COMPANY AND BUYER AGREE THAT THE EXPRESS WARRANTIES DESCRIBED ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. ALL OTHER EXPRESS WARRANTIES ARE DISCLAIMED. FOR COMMERCIAL PRODUCTS, ALL WARRANTIES IMPLIED BY LAW, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED. FOR CONSUMER PRODUCTS, WARRANTIES IMPLIED BY LAW, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY LIMITED TO THE PERIOD OF THE EXPRESS LIMITED WARRANTY STATED ABOVE FOR THE RELEVANT PRODUCT.** Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Any assistance the Company provides to or procures for Buyer outside the terms, limitations or exclusions of this warranty will not constitute a waiver of the terms, limitations or exclusions of this limited warranty, nor will such assistance extend or revive the warranty. The Company will not reimburse Buyer for any expenses incurred by Buyer in repairing, correcting or replacing any defective Products, except for expenses incurred with the Company's prior written permission.

HOW TO GET SERVICE – For complete warranty details, or to provide notice of a warranty claim or request warranty service, contact your Geberit Sales Representative or Geberit, Customer Service, 2100 S. Clearwater Drive, Des Plaines, Illinois 60018 or 847-803-5000. As the Company's sole and exclusive obligation under this warranty (and Buyer's sole and exclusive remedy), upon prompt written notice of breach from Buyer during the warranty period, the Company will either replace or repair the defective Product or refund the wholesale purchase price, at its option, if an inspection by the Company discloses defects in material or workmanship covered by this warranty. These warranty provisions do not cover the battery shipped with the electronic products.

LIMITATION ON DAMAGES – IN NO EVENT SHALL THE COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES. WITHOUT LIMITING THE FOREGOING, THE COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGE A PALM DEVICE OR ANY SOFTWARE OR RELATED EQUIPMENT ALLEGEDLY CAUSES TO A SYSTEM OR OTHERWISE. THE COMPANY'S AGGREGATE LIABILITY WITH RESPECT TO A DEFECTIVE PRODUCT AND THIS CONTRACT SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE MONIES PAID TO THE COMPANY FOR THAT DEFECTIVE PRODUCT.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

HOW DOES STATE LAW APPLY? – This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Restrictions Apply