

## **LIMITED PRODUCT WARRANTY**

### **WHAT IS THE SCOPE OF THIS LIMITED WARANTY?**

KWC Group AG (known as “**KWC**”) provides a limited warranty as set forth herein (this “**Limited Warranty**”) to the original purchaser of KWC products installed in a residential setting. This Limited Warranty does not apply to products purchased for or used in commercial settings nor to KWC products resold or otherwise transferred by the original purchaser. KWC products must at all times be used in full compliance with the directions for use, which can be found in the Installation and Service Instructions which are provided with the product.

Subject to contrary state regulations, since KWC cannot control the quality of products sold by unauthorized sellers, this Limited Warranty only applies to KWC products which were purchased from KWC or an authorized seller of KWC products. KWC reserves the right to reject warranty claims from purchasers for products purchased from unauthorized sellers, including unauthorized Internet sites. Furthermore, this Limited Warranty does not apply to KWC products sold for display purposes.

This Limited Warranty is only applicable in case the KWC product was purchased and installed in the United States of America or Puerto Rico.

This Limited Warranty is effective for all KWC products sold after January 1, 2022. For products sold prior to January 1, 2022, click:

[https://stpkwcpdaks01.blob.core.windows.net/public/assets/en\\_global-documents/AGB\\_USA\\_2016\\_KWC\\_Pricebook.pdf](https://stpkwcpdaks01.blob.core.windows.net/public/assets/en_global-documents/AGB_USA_2016_KWC_Pricebook.pdf)

### **WHAT LIMITED WARANTY IS PROVIDED?**

#### **1) Mechanical Warranty:**

KWC warrants for the lifetime of a KWC product that its mechanical parts are free from manufacturing defects in materials and workmanship under normal use for as long as the original purchaser owns their home.

#### **2) Electronic Faucets, Valves, Controls, Spray Heads, Cartridges, and Hoses Warranty:**

KWC warrants for a period of five (5) years from the date of purchase of the KWC product by the original purchaser that the product’s electronic faucets, valves, controls, spray heads, cartridges, and hoses are free from manufacturing defects in material and workmanship under normal use.

### **Finish Warranty:**

KWC warrants for the lifetime of a KWC product that its finishes are free from defects in materials and workmanship under normal use for as long as the original purchaser owns their home.

In case of an alleged product defect, KWC will decide, in its sole discretion, in which of the three categories above, if any, the alleged defect might fall.

### **WHAT IS EXCLUDED FROM THIS LIMITED WARRANTY?**

The following conditions are excluded from this Limited Warranty:

- A) Conditions, malfunctions or damage resulting from normal wear and tear.
- B) Conditions, malfunctions or damage not resulting from defects in material or workmanship.
- C) Conditions, malfunctions or damage resulting from the outdoor use of a KWC product.
- D) Conditions, malfunctions or damage resulting from:
  - a. improper installation, improper maintenance, use not compliant with the directions for use which can be found in the Installation and Service Instructions which are provided with the product, misuse, abuse, negligence, accident or alteration; or
  - b. the use of abrasive, caustic cleaning agents or “no-rinse” cleaning products (see our cleaning instructions at: [https://stpkwcpodaks01.blob.core.windows.net/public/assets/ch\\_ch\\_documents/Clean%26Care\\_22.pdf](https://stpkwcpodaks01.blob.core.windows.net/public/assets/ch_ch_documents/Clean%26Care_22.pdf)); or
  - c. conditions in the home such as excessive water pressure or corrosion.

### **WHAT OTHER LIMITATIONS APPLY?**

The following materials and expenses are not covered by this Limited Warranty:

- A) Accessories, connected materials and products, or related products not manufactured by KWC.
- B) Filters, coolers and heater parts and accessories.
- C) Labor and other expenses and costs for disconnection, de-installation, or return of the product for warranty service (including but not limited to proper packaging and shipping costs), or for installation or re-installation of the product.

## **ARE OTHER WARRANTIES EXCLUDED?**

TO THE EXTENT NOT PROHIBITED BY FEDERAL OR STATE LAW, THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS LIMITED WARRANTY AND TO THE EXTENT NOT PROHIBITED BY FEDERAL OR STATE LAW, KWC DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WARRANTIES OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, EXCEPT FOR THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, FOR WHICH KWC LIMITS THE DURATION AND REMEDIES TO THE DURATION OF THE EXPRESS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO ALL KWC CUSTOMERS.

THE REMEDIES UNDER THIS LIMITED WARRANTY ARE KWC CUSTOMERS' SOLE AND EXCLUSIVE REMEDIES AND KWC'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. KWC CUSTOMERS MAY HAVE OTHER RIGHTS APART FROM THE SPECIFIC LEGAL RIGHTS SET FORTH HEREIN, WHICH VARY FROM STATE TO STATE.

## **WHAT WILL KWC DO IN CASE OF A WARRANTY CLAIM?**

KWC will, in its own discretion, repair or replace any part or finish that proves to be defective in material and/or workmanship. Replaced or repaired products or parts are warranted only for the period remaining under the initial warranty period at the time of replacement.

## **WHAT IS NECESSARY TO CLAIM WARRANTY?**

The following is required in order to file a warranty claim: proof of purchase, the date on which the KWC product was purchased and the date on which the KWC product was installed.

## **HOW CAN A CUSTOMER FILE A WARRANTY CLAIM?**

If you are an original purchaser of a KWC product and believe you have a warranty claim, please contact KWC, either through an authorized KWC dealer or re-seller, or by contacting us or our service partner.

KWC	<b>KWC Group AG,</b> <b>KWC</b> KWC-Gasse 1 P.O Box 179 CH-5726 Unterkulm	International Sales <a href="mailto:kwc-service.us@kwc.com">kwc-service.us@kwc.com</a>  Phone +41 62 768 68 68
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Please be sure to provide all pertinent information regarding your claim, including proof of purchase (copy of the original receipt, purchase order or invoice), a complete description of the problem, the product, model number, color, finish, purchase date, installation date, and from whom the product was purchased.

KWC will use commercially reasonable efforts to process warranty claims between seven and fourteen business days.

**ARE INDIRECT DAMAGES COVERED BY THIS LIMITED WARRANTY?**

UNDER NO CIRCUMSTANCES SHALL KWC BE LIABLE TO ANY CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF ANY BREACH OF THIS LIMITED WARRANTY OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER KWC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. UNDER NO CIRCUMSTANCES SHALL KWC'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS LIMITED WARRANTY EXCEED THE TOTAL AMOUNT PAID BY A KWC CUSTOMER FOR THE KWC PRODUCT THAT GAVE RISE TO THE CLAIM. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING LIMITATION OR EXCLUSION MAY NOT APPLY TO ALL KWC CUSTOMERS.