# AS America, Inc. ("American Standard") Limited Warranty

## **General Terms and Requirements**

If inspection of this AS America, Inc. ("American Standard®") plumbing product, within one year after its initial purchase, confirms that it is defective in materials or workmanship, American Standard will repair or, at its option, exchange the product for a similar model. Variations in actual wood color and finishes which may result from natural characteristics of the wood, such as grain patterns, mineral streaks and the like, are not defects and are not covered by this warranty.

This warranty extends only to the <u>original purchaser</u> and is non-transferable unless purchased by a plumber, contractor or other service provider, in which case this warranty extends to the first property owner on whose behalf the product was purchased for installation.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state or province to province.

#### **Exclusions and Limitations**

American Standard's obligations under this warranty are limited to the repair or replacement of the Product or any part, or exchange of the Product for the same or a similar model, in its sole discretion. American Standard reserves the right to make inspections it deems necessary.

#### **WARNING:** This warranty **DOES NOT COVER:**

- Any damages caused by lack of proper maintenance or cleaning as directed in the owner's manual.
- (II) Any damages that occur during shipment.
- (III) Any damages to personal or real property from use of the Product.
- (IV) Any damages from negligent or improper installation or use of non-genuine American Standard Parts.
- (V) Any damages caused by factors beyond the control of American Standard, such as installation, maintenance and normal wear and tear.
- (VI) Failure of the Product or parts thereof from external forces such as, but not limited to, vandalism, vehicular or other impact.
- (VII) Local building code compliance. Purchasers should check with a local building or plumbing contractor to ensure local code compliance before installation.
- (VIII) Labor or other costs of removal or installation, including any costs of any surrounding material (such as tile or marble).
- (IX) Any damages caused by an Act of God or natural disaster (such as earthquake, storm, hurricane, lightning strike, tornado, hail, cyclone, typhoon, blizzard, volcanic activity, landslide, tidal wave, tsunami, flood, drought); outbreaks of infectious disease or any other public health crisis; explosion, fire, prolonged break-down of transport; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of

American Standard; or any other event or condition beyond its reasonable control.

## **WARNING:** This warranty is **VOID** if the Product:

- (I) Has been moved from its initial place of installation.
- (II) Has been subjected to faulty or improper maintenance, abuse, misuse, improper use, accident, fault or negligence.
- (III) Was not installed in accordance with instructions.
- (IV) Has been modified or altered in a manner inconsistent with the Product as shipped by American Standard.
- (V) Was purchased from an unauthorized seller.
- (VI) Was accidentally or intentionally damaged.
- (VII) Was used in a manner for which it was not designed.
- (VIII) Was improperly shipped, stored or handled.

#### LIMITATIONS AND DISCLAIMERS

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AMERICAN STANDARD EXPRESSLY DISCLAIMS ANY WARRANTIES OTHER THAN THE ONE PROVIDED HEREIN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. AMERICAN STANDARD EXCLUDES SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES FOR ANY BREACH OF ANY EXPRESS OR IMPLIED WARRANTY APPLICABLE TO THE PRODUCT.

IN NO EVENT WILL AMERICAN STANDARD BE LIABLE FOR THE COST OF REPAIR OR REPLACEMENT OF ANY INSTALLATION MATERIALS.

Some States do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to you. Any implied warranties, including those of merchantability or fitness for an intended purpose, are limited in duration to the duration of this warranty. Some States do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you.

## **Obtaining Warranty Service**

If you believe you have a warranty claim, contact American Standard, either through an authorized dealer or re-seller, by writing to the addresses below, or visiting the website below:

In the United States

## AMERICAN STANDARD BRANDS

30 Knightsbridge Road, Suite 301, Piscataway, NJ 08854 Attn: Director of Consumer Affairs.

Toll Free: (800) 442-1902 www.americanstandard.com

# AS America, Inc. ("American Standard") Limited Warranty

In Canada LIXIL Canada Inc.

5900 Avebury Rd. Mississauga, Ontario Canada L5R 3M3 Toll Free: (855) 836-9615 www.americanstandard.ca

In Mexico

American Standard B&K Mexico

S. de R.L. de C.V. Via Morelos #330

Col. Santa Clara Ecatepec 55540 Edo. Mexico Toll Free: 01-800-839-1200 www.americanstandard.com

Please be sure to provide all pertinent information regarding your claim, including a complete description of the problem, the product, model number, color, the date the product was purchased and from whom the product was purchased. Also include your proof of purchase (original sales receipt).

Product	Non-Commercial Use	Commercial Use <sup>1</sup>
Furniture	1-year limited warranty from date of purchase	1-year limited warranty from date of purchase
Spare Parts	<ul> <li>1-year limited warranty from date of purchase</li> <li>This warranty only applies to products purchases after July 1<sup>st</sup>, 2020</li> </ul>	<ul> <li>1-year limited warranty from date of purchase</li> <li>This warranty only applies to products purchases after July 1<sup>st</sup>, 2020</li> </ul>
Accessories	1-year limited warranty from date of purchase	1-year limited warranty from date of purchase

<sup>1</sup> The term "commercial use" includes use of the Product in apartments and other rental units, non-residential facilities, hotels, commercial businesses and/or other public accommodations.