

# AS America, Inc. (“American Standard”) Limited Warranty – Toilets

## **General Terms and Requirements**

American Standard warrants each Product to be free of defects in material and workmanship during normal residential or commercial use for the relevant time periods identified [here](#), measured from the initial date of purchase.

This warranty extends only to the **original purchaser** 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:**

- (I) Any damages caused by use of in-tank cleaners.
- (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, and failure to follow care and cleaning instructions.
- (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.

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](http://www.americanstandard.com)

## AS America, Inc. (“American Standard”) Limited Warranty – Toilets

In Canada  
**LIXIL Canada Inc.**  
 5900 Avebury Rd. Mississauga, Ontario Canada L5R 3M3  
 Toll Free: (855) 836-9615 [www.americanstandard.ca](http://www.americanstandard.ca)

Toll Free: 01-800-839-1200 [www.americanstandard.com](http://www.americanstandard.com)

In Mexico  
**American Standard B&K Mexico**  
 S. de R.L. de C.V. Via Morelos #330  
 Col. Santa Clara Ecatepec 55540 Edo. Mexico

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>
ActiClean®, Boulevard® Dual Flush, Champion® PRO, Champion®4, Heritage® VorMax®, VorMax, VorMax Plus and LXP® Toilets	<ul style="list-style-type: none"> <li>• Lifetime warranty on chinaware for as long as the original owner owns the product.</li> <li>• 10-year warranty on all mechanical parts.</li> </ul>	<ul style="list-style-type: none"> <li>• 1-year warranty on chinaware</li> <li>• 1-year warranty on all mechanical parts of the toilet</li> </ul>
Cadet® PRO, Cadet®3, Cadet®3 Skirted Design, Edgemere®, H2Optimum®, H2Option®, Loft®, Studio® Activate® and Studio® Dual Flush Toilets	<ul style="list-style-type: none"> <li>• Lifetime warranty on chinaware for as long as the original owner owns the product.</li> <li>• 5-year warranty on all mechanical parts.</li> </ul>	<ul style="list-style-type: none"> <li>• 1-year warranty on chinaware</li> <li>• 1-year warranty on all mechanical parts of the toilet</li> </ul>
AS America, Inc. Limited Warranty for Colony® and Fairfield® Toilets	<ul style="list-style-type: none"> <li>• Lifetime warranty on chinaware for as long as the original owner owns the product.</li> <li>• 5-year warranty on all mechanical parts.</li> </ul>	<ul style="list-style-type: none"> <li>• 1-year warranty on chinaware</li> <li>• 1-year warranty on all mechanical parts of the toilet</li> </ul>
SpaLet® Limited Warranty	3-year warranty on all parts of the SpaLet	2-year warranty on all parts of the SpaLet
Toilet Seats	1-year warranty on the toilet seat if included with product	1-year warranty on the toilet seat if included with product
Electrical Components	1-year warranty on electrical components included	1-year warranty on electrical components included

<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.