

GROHE SENSE AND SENSE GUARD LIMITED WARRANTY

PRODUCT WARRANTY: GROHE AG (“GROHE”) warrants this product to be free and clear of material, manufacturing, design and functional defects for a period of two (2) years commencing from the date of purchase by the original consumer-purchaser. The basis to assess whether a product is defective shall be the technical standard as of the date of manufacture of the respective product.

SPARE PARTS WARRANTY: GROHE warrants that its spare parts for this product shall be free and clear of material, manufacturing, design and functional defects for a period of twelve (12) months commencing from the date of purchase or receipt of the spare part by the original consumer-purchaser. The warranty period of a product cannot be renewed or extended through the supply of spare parts or repair of the product during the warranty period.

SERVICES: GROHE shall rectify any defects within the warranty period at its own expense by way of repair or replacement at GROHE’s sole discretion. Repair or replacement shall be performed either by a qualified specialist fitter or a GROHE service employee at GROHE’s sole discretion. Replacement shall occur through free delivery of a new product of the same type and quality. If the product is no longer available at the time of exchange, then GROHE may, at its sole discretion, either deliver a similar product of the same or greater value or reimburse the initial purchase amount. If replaced, title of the defective product shall pass to GROHE.

PERIOD: This warranty extends for two (2) years from the date of purchase as evidenced by the proof of purchase. If the customer cannot produce proof of purchase, then the warranty period shall apply for a maximum of two (2) years commencing from the date of production of the respective product.

The warranty period shall not be extended or restarted by any repair work authorized by GROHE or exchange of the product or spare parts (even if the replacement product or parts contain identical terms and conditions).

LIMITATIONS AND EXCLUSIONS: This warranty applies only to products manufactured for GROHE after September 1, 2016 and purchased by the original consumer-purchaser in, and installed in, either the United States, Canada, or Mexico.

This warranty applies only if the product was properly installed, mounted, operated, cared for, and cleaned, irrespective of whether installation and/or mounting is performed by a qualified specialist fitter or the original consumer-purchaser.

This warranty shall not apply to any products or spare parts: not properly installed, cared for, maintained, or repaired in accordance with GROHE’s instructions, valid water regulations, and/or best plumbing practices; defective out of the box; not installed or removed; damaged due to incorrect operation, handling, transportation, installation, breakage of fragile parts, or missing or incorrect maintenance; repaired or maintained by or with spare parts other than original GROHE spare parts; scratched; used as displays; that are second hand; with affected consumables (such as batteries, filters, filter cartridges, aerators or batteries) or material subject

to wear and tear (such as seals); damaged due to environmental influences or circumstances (such as chemicals and cleaning agents, pressure in the line, or voltage), lime scale or disruptions to ice and/or lime; damaged due to willfulness or negligence by the end customer or a third-party; or purchased on auction sites (either consumer-to-consumer or second hand).

With the exception of missing component parts, notice of which must be given within thirty (30) days of purchase, notification must be given within a reasonable time after discovery of the defect, but no later than expiration of the warranty period.

This warranty is non-transferable.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. GROHE WILL NOT BE LIABLE FOR ANY LOSS, DAMAGE, EXPENSE OR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED ON WARRANTY, CONTRACT OR NEGLIGENCE AND ARISING IN CONNECTION WITH THE SALE, USE OR REPAIR OF ANY PRODUCTS OR PARTS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL DAMAGE OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY.

This warranty gives the original consumer-purchaser specific legal rights which may vary from country to country, state to state, or province to province. In some countries, states, or provinces, the exclusion or limitation of incidental or consequential damages is not allowed, so those exclusions may not apply. **UNLESS OTHERWISE CONTRARY TO THE LAW GOVERNING THE PURCHASE, GROHE'S LIABILITY WILL NOT EXCEED THE CONTRACT PRICE FOR THE PRODUCT CLAIMED TO BE DEFECTIVE.**

SUBMITTING A WARRANTY CLAIM: To submit a warranty claim, the original purchaser-owner should submit the information listed below to GROHE Customer Service at the Contact Us section of the website, <https://www.grohe.us/contact-us>. Telephone inquiries may be directed to (800) 444-7643.

- Product/model number;
- Proof-of-purchase (copy of original sales receipt, purchase order, or invoice showing the date of purchase);
- Documentation confirming date of installation; and
- Complete description of the problem with supporting documentation, including any and all photographs.