

Lifetime Warranty

Any Deco Lav, Inc. ("DECOLAV") product(s), sold after January 1, 2006, will be warrantied to the original end consumer to be free of true defect(s) in material and workmanship for life of the product(s) subject to the following restrictions:

- DECOLAV is notified promptly in writing, via fax or mail, by the Retail/Wholesale Purchaser upon discovery of any alleged defect(s) in the product(s), including a detailed description of the alleged defect(s).
- Proof of purchase (original sales receipt) from the original end consumer must be made available to DECOLAV for all warranty claims.
- Authorized DECOLAV personnel has inspected the product(s) and determined the product(s) to have true manufacturing defect(s).
- Such product(s) are returned to DECOLAV (unless other arrangements satisfactory to DECOLAV have been agreed upon).

This Lifetime Warranty is non-transferable and applies only to the original end consumer and to the original installation of the product(s). This Lifetime Warranty is void if the product(s) has been moved from its initial installation site or if ownership of the product(s) has changed.

THIS LIFETIME WARRANTY DOES NOT COVER ANY DAMAGES CAUSED BY SHIPPING, MISUSE, ABUSE, ACCIDENTS, NEGLIGENCE, UNAUTHORIZED REPAIRS OR ALTERATIONS, MODIFICATIONS, USE OF OTHER THAN GENUINE DECOLAV REPLACEMENT PARTS, DIRT, LIME SCALE, AND OTHER MINERALS, SCUFFS AND SCRATCHES, EXPOSURE TO MARINE AREAS, ABNORMAL USAGE, AND NORMAL WEAR AND TEAR. ANY IMPROPER INSTALLATION, IMPROPER MAINTENANCE, IMPROPER HANDLING, IMPROPER AND CONTRARY USES NOT STATED WITHIN INSTRUCTIONS, AND ALL ACTS BEYOND DECOLAV'S CONTROL WILL VOID THIS LIFETIME WARRANTY.

DECOLAV's product(s) are produced from natural raw materials and there is a slight color variance. This is NOT a manufacturing defect(s) and will not be covered under this Lifetime Warranty.

This Lifetime Warranty does not apply to local building code compliance. Since local building codes vary considerably, the original end consumer of the product(s) should check with a local building or plumbing contractor to ensure local code compliance before installation.

This Lifetime Warranty does not cover any mechanical pieces of any DECOLAV product(s). These mechanical pieces will be covered under a One Year Warranty, based on the same criteria as this Lifetime Warranty, from the date of the initial purchase.

Upon satisfaction of each of the foregoing conditions and requirements, DECOLAV shall, at its option, either repair or replace such defective product(s). DECOLAV shall return any product(s) repaired or replaced under this Lifetime Warranty to the original end consumer transportation prepaid. All Closeout/Discontinued product(s), at time of claim, will either be repaired or replaced with a comparable item.

DECOLAV's option to repair or replace the product(s) under this Lifetime Warranty does not cover any cost of labor to remove or install the DECOLAV product, usage and delay time, or other costs of removal or installation whatsoever. **IN NO EVENT WILL DECOLAV BE LIABLE FOR THE COST OF REPAIR OR REPLACEMENT OF ANY INSTALLATION MATERIALS, INCLUDING BUT NOT LIMITED TO, TILES, MARBLE, ETC.**

This Lifetime Warranty does not cover any liability for consequential or incidental damages, all of which are hereby expressly disclaimed, or the extension beyond the duration of this Lifetime Warranty. 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.

THE WARRANTIES HEREIN (A) ARE EXCLUSIVE AND STATED IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, STATUTORY, OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR AN INTENDED PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED; (B) NEITHER ASSUME NOR AUTHORIZE PURCHASER NOR ANY OTHER PARTY TO ASSUME FOR DECOLAV ANY OTHER LIABILITIES IN CONNECTION WITH THE MANUFACTURE OR SALE OF PRODUCTS; AND (C) ARE SUBJECT TO THE LIMITATIONS ON DAMAGES AS SET FORTH ABOVE