#### General

Hansgrohe shall assume this manufacturer's guarantee towards consumers of Hansgrohe products in addition to the legal warranty to which the consumer is entitled in relation to the seller. It shall apply without prejudice to mandatory liability regulations, such as those in accordance with the Product Liability Act, in cases of willful intent and gross negligence, or resulting from loss of life, physical injury or damage to health by Hansgrohe or its agents.

The term "consumer" in this manufacturer's guarantee shall refer to any natural person who owns the product and has not purchased it for the purpose of resale to or installation for a third party within the scope of its commercial or self-employed professional activities. The term "primary customer" shall mean the consumer who has directly purchased the product from Hansgrohe or a dealer or other natural or legal person who resells or installs the product within the scope of its commercial or self-employed professional activities.

## Guarantee protection

Hansgrohe guarantees consumers that its products are free from material, manufacturing and design faults. The latest science and technology at the time of manufacture is decisive in this regard. The defect giving rise to the damage must already have been present in the product at this time. Claims for the reimbursement of consequential damage or on the grounds of product liability shall only be valid in accordance with mandatory legal regulations.

# WHAT IS COVERED BY THE WARRANTY

The warranty covers only your Hansgrohe manufactured product. Hansgrohe warrants this product against defects in material or workmanship as follows: Hansgrohe will replace at no charge for parts only or#, at its option, replace any product or part of the product that proves defective because of improper workmanship and/or material, under normal installation, use, service and maintenance. If Hansgrohe is unable to provide a replacement and repair is not practical or cannot be made in timely fashion, Hansgrohe may elect to refund the purchase price in exchange for the return of the product.

### LENGTH OF WARRANTY

Replacement or repaired parts of products will be covered for the term of this warranty, as stated in the following two sentences. If you are a consumer who purchased the product for use primarily for personal, family or household purposes, this warranty extends for as long as you own the product and the home in which the product is originally installed. If you purchased the product for use primarily for any other purpose, including, without limitation, a commercial purpose, this warranty extends only (i) for 1 year, with respect to Hansgrohe & Commercial products, and (ii) for 5 years, with respect to Axor products.

#### Conditions and exclusions

This guarantee shall only be valid if installation and maintenance have been duly conducted in accordance with the operating instructions and generally accepted engineering practices (e.g. by a master craftsman or authorized specialist), the operating instructions have been complied with and the Hansgrohe products have been used in line with the technical and maintenance instructions provided by Hansgrohe.

This shall include but not be limited to the inlet water pipes being duly flushed, especially prior to the product's installation or following construction measures in accordance with the valid standards, installations complying with the appended diagrams and checks being conducted on the compliance of the working pressure in the water mains with technical specifications.

Installation, usage and maintenance instructions are provided with all products and can be found at <u>www.hansqrohe-</u> usa.com.

THIS WARRANTY DOES NOT COVER, AND HANSGROHE WILL NOT PAY FOR:

A. Conditions, malfunctions or damage not resulting from defects in material or workmanship.

B. Conditions, malfunctions or damage resulting from (1) normal wear and tear, improper installation, improper maintenance, misuse, abuse, negligence, accident or alteration; (2) the use of abrasive or caustic cleaning agents or "no-rinse" cleaning products, or the use of the product in any manner contrary to the product instructions; or (3) conditions in the home such as excessive water pressure or corrosion.

C. Labor and other expenses for disconnection, deinstallation, or return of the product for warranty service

(including but not limited to proper packaging and shipping costs), or for installation or reinstallation of the product.

D. Accessories, connected materials and products, or related products not manufactured by Hansgrohe.

E. Any Hansgrohe or Axor product sold for display purposes.

F. Rubbed Bronze finish is subject to a 3-year limited warranty. Chrome and all PVD finishes are covered by the limited lifetime warranty.

G. Hansgrohe Water Filtration System is subject to a 1-year limited warranty. Warranty does not include replacement filters.

# Non-applicability of the guarantee

If a product defect is not covered by this guarantee, any costs that arise from the dispatch and transportation of the product shall be borne by the consumer. The consumer must also bear any costs, including all labor costs, arising from the inspection of the product, as well as the costs of de-installing and re-installing the product. If, having been informed of the non-applicability of the guarantee and the potential costs that could arise through the servicing activities, the consumer wishes the servicing activities to be conducted, they must also bear the costs of the spare parts and labor.

If the product defect was not present upon delivery, Hansgrohe shall decide on a case-by-case basis whether said defect can be rectified through goodwill. In such cases, the consumer shall not have any legal right to the rectification of the defect.

## Legal rights

In addition to the rights from the guarantee, the consumer shall also be entitled to statutory rights. These sometimes more favorable rights for the consumer shall not be limited by the guarantee. The guarantee shall also not affect the rights of the primary customer and, where applicable, the consumer in relation to the seller from whom the primary customer procured the product.

Place of fulfillment, place of jurisdiction and applicable laws

TO OBTAIN WARRANTY PARTS OR INFORMATION

Contact your Hansgrohe retailer, or contact Technical Service at: Hansgrohe, Inc. 1492 Bluegrass Lakes Parkway Alpharetta, GA 30004 Toll-free 800-334-0455

In requesting warranty service, you will need to provide: 1. The sales receipt or other evidence of the date and place of purchase. 2. A description of the problem.

3. Delivery of the product or the defective part, postage prepaid and carefully packed and insured, to:

Hansgrohe, Inc. 1492 Bluegrass Lakes Parkway Alpharetta, GA 30004 Toll-free 800-334-0455

When warranty service is completed, any repaired or replacement product or part will be returned to you postage prepaid.