



Product Warranty Information

Faucet Warranty

Consumer Limited Lifetime Warranty

Industrial / Commercial Limited 5-Year Warranty

WHAT IS COVERED?

Miseno warrants to the ORIGINAL CONSUMER PURCHASER that its faucets (except as explained under paragraph 3, below) shall be free from defects in material and workmanship under normal use and service FOR SO LONG AS THE FAUCET IS USED IN ITS ORIGINAL RESIDENTIAL INSTALLATION. If the faucet is used in industrial, commercial or business applications, the preceding sentence does not apply, but rather FOR ALL INDUSTRIAL, COMMERCIAL OR BUSINESS APPLICATIONS, THE WARRANTY SHALL BE A FIVE (5) YEAR LIMITED WARRANTY FROM THE DATE OF PURCHASE WITH ALL OTHER TERMS AND EXCLUSIONS OF THE WARRANTY APPLICABLE.

COMPANY'S OBLIGATIONS

The Company's obligations under the warranty set forth in paragraph 1 above shall be to replace free of charge any Miseno faucet or component which is defective as stated above, or at the option of Miseno, to either refund the purchase price or repair the faucet. THE WARRANTY SET FORTH IN PARAGRAPH 1 IS IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, AND SHALL RUN TO THE ORIGINAL PURCHASER ONLY.

WHAT IS NOT COVERED?

The warranty set forth in paragraph 1 does not cover and Miseno is not liable for, installation or any other labor charges or products which have been damaged as a result of any accident, misuse, abuse, neglect, improper installation or maintenance, the use of abrasive or organic solvent cleaners, modification, failure to use the faucet in accordance with instructions provided by Miseno or use of parts other than Miseno parts.

DISCLAIMER OF CONSEQUENTIAL OR INCIDENTAL DAMAGES AND OTHER WARRANTIES

MISENO SHALL NOT BE LIABLE FOR PERSONAL INJURY OR PROPERTY

DAMAGE OR ANY CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES. EXCEPT AS STATED IN PARAGRAPH 1, MISENO DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MISENO LIABILITY, IF ANY, SHALL NOT EXCEED THE REPLACEMENT VALUE OF THE DEFECTIVE FAUCET. Some states do not allow the exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts, so the above limitations may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which vary from state to state.

Sinks Warranty

Limited Lifetime Warranty - Residential Stainless Steel, Fireclay, Cast Iron, and Copper Sinks

WARRANTY: Subject to the limitations expressed herein, Seller warrants to the original purchaser that stainless steel sinks manufactured by Seller shall be free from defects in design, material and workmanship under Normal Use for the lifetime of the sink ("Warranty Period"). This warranty is void for any damage caused by misuse, abuse, neglect, acts of God, or improper installation. For the purpose of this section, "Normal Use" means in strict accordance with the installation, operation and maintenance manual for residential applications only. The warranty for products not manufactured by Seller is provided by the original equipment manufacturer.

REMEDIES: Seller shall repair or replace, at its option, any non-conforming or otherwise defective product, upon receipt of notice from Buyer during the Warranty Period at no additional charge.

SELLER HEREBY DISCLAIMS ALL OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY: UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. BUYER HEREBY ACKNOWLEDGES AND AGREES THAT UNDER NO CIRCUMSTANCES, AND IN NO EVENT, SHALL SELLER'S LIABILITY, IF ANY, EXCEED THE NET SALES PRICE OF THE DEFECTIVE PRODUCT(S) PURCHASED DURING THE PREVIOUS CONTRACT YEAR.

LABOR ALLOWANCE: Seller makes NO ADDITIONAL ALLOWANCE FOR THE LABOR OR EXPENSE OF REPAIRING OR REPLACING DEFECTIVE PRODUCTS OR WORKMANSHIP OR DAMAGE RESULTING FROM THE SAME.

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providing information regarding products that it manufacturers and those manufactured by others. However, Buyer acknowledges that Buyer ultimately chooses the product's suitability for its particular use, as normally signified by the signature of Buyer's technical representative. Any recommendations made by Seller concerning the use, design, application or operation of the products shall not be construed as representations or warranties, expressed or implied. Failure by Seller to make recommendations or give advice to Buyer shall not impose any liability upon Seller.

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Bathtubs Warranty

Two Year Limited Warranty - Miseno Bathtubs

WARRANTY: Subject to the limitations expressed herein, Seller warrants to the original purchaser that bathtubs manufactured by Seller shall be free from defects in design, material and workmanship under Normal Use for two (2) years ("Warranty Period"). This warranty is void for any damage caused by misuse, abuse, neglect, acts of God, or improper installation. For the purpose of this section, "Normal Use" means in strict accordance with the installation, operation and maintenance manual for residential applications only. The warranty for products not manufactured by Seller is provided by the original equipment manufacturer.

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Hardware Warranty

Limited Lifetime Warranty - Residential Mechanics and Finish of Door Hardware

1-Year Limited Warranty - Electrical components within door hardware

WARRANTY: Subject to the limitations expressed herein, Seller warrants to the original purchaser that door hardware manufactured by Seller shall be free from defects in design, material and workmanship under Normal Use for the lifetime of the hardware ("Warranty Period"). This warranty is void for any damage caused by misuse, abuse, neglect, acts of God, or improper installation. For the purpose of this section, "Normal Use" means in strict accordance with the installation, operation and maintenance manual for residential applications only. The warranty for products not manufactured by Seller is provided by the original equipment manufacturer.

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Period at no additional charge.

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Flooring Warranty

25-Year Limited Warranty - Miseno Flooring Finished Product

Miseno warrants this flooring for twenty-five (25) years from the date of purchase, to the original purchaser, when used in standard residential applications. Warranty is limited to

floors being used under normal residential traffic conditions and those installed in accordance with the care and maintenance instructions provided by Miseno and/or the World Floor Covering Association Maintenance Guidelines. Flooring is guaranteed to be free from manufacturing defects, improper milling, grading, dimension or coating. Miseno floors carry a five (5) year limited warranty on flooring used in light commercial* applications.

WARRANTY: Subject to the limitations expressed herein, Seller warrants to the original purchaser that flooring manufactured by Seller shall be free from defects in design, material and workmanship under Normal Use for the lifetime of the flooring ("Warranty Period"). This warranty is void for any damage caused by misuse, abuse, neglect, acts of God, or improper installation. For the purpose of this section, "Normal Use" means in strict accordance with the installation, operation and maintenance manual for residential applications only. The warranty for products not manufactured by Seller is provided by the original equipment manufacturer.

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Full manufacturer's warranty and service obligations, if any, shall be for the benefit of Buyer. With respect to the underlying products, BUYER'S SOLE AND EXCLUSIVE WARRANTY IS THAT PROVIDED BY THE PRODUCT'S MANUFACTURER. Miseno HEREBY DISCLAIMS ALL EXPRESSED OR IMPLIED WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES, AND IN NO EVENT, WILL MISENO BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER LOSS, DAMAGE, COST OF REPAIRS OR INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES RELATED TO THE UNDERLYING PRODUCTS PROVIDED.

Ceiling Fan Warranty

Limited Lifetime Warranty - Miseno Ceiling Fans

WARRANTY: Subject to the limitations expressed herein, Seller warrants to the original purchaser that ceiling fans manufactured by Seller shall be free from defects in design, material and workmanship under Normal Use for the lifetime of the fans ("Warranty Period"). This warranty is void for any damage caused by misuse, abuse, neglect, acts of God, or improper installation. For the purpose of this section, "Normal Use" means in strict accordance with the installation, operation and maintenance manual for residential applications only. The warranty for products not manufactured by Seller is provided by the original equipment manufacturer.

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Range Hood Warranty

1-Year Limited Warranty - Miseno Range Hoods

WARRANTY: Subject to the limitations expressed herein, Seller warrants to the original purchaser that range hoods manufactured by Seller shall be free from defects in design, material and workmanship under Normal Use for 1-year ("Warranty Period"). This warranty is void for any damage caused by misuse, abuse, neglect, acts of God, or improper installation. For the purpose of this section, "Normal Use" means in strict accordance with the installation, operation and maintenance manual for residential applications only. The warranty for products not manufactured by Seller is provided by the original equipment manufacturer.

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Light Fixture Warranty

Limited Lifetime Warranty - Miseno Light Fixtures

WARRANTY: Subject to the limitations expressed herein, Seller warrants to the original purchaser that lights manufactured by Seller shall be free from defects in design, material and workmanship under Normal Use for the lifetime of the Lights ("Warranty Period"). This warranty is void for any damage caused by misuse, abuse, neglect, acts of God, or improper installation. For the purpose of this section, "Normal Use" means in strict accordance with the installation, operation and maintenance manual for residential applications only. The warranty for products not manufactured by Seller is provided by the original equipment manufacturer.

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Plumbing Fixtures

1-Year Limited Warranty - Miseno Toilets, Medicine Cabinets, Vanity Cabinets / Tops, and Lavatory Sinks

WARRANTY: Subject to the limitations expressed herein, Seller warrants to the original purchaser that toilets, medicine cabinets, vanities, and lavatory sinks manufactured by Seller shall be free from defects in design, material and workmanship under Normal Use for 1-year ("Warranty Period"). This warranty is void for any damage caused by misuse, abuse, neglect, acts of God, or improper installation. For the purpose of this section, "Normal Use" means in strict accordance with the installation, operation and maintenance manual. The warranty for products not manufactured by Seller is provided by the original equipment manufacturer.

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Outdoor Furniture

1-Year Limited Warranty - Miseno Outdoor Furniture

WARRANTY: Subject to the limitations expressed herein, Seller warrants to the original purchaser that outdoor furniture manufactured by Seller shall be free from defects in design, material and workmanship under Normal Use for 1-year ("Warranty Period"). This warranty is void for any damage caused by misuse, abuse, neglect, acts of God, or improper installation. For the purpose of this section, "Normal Use" means in strict accordance with the installation, operation and maintenance manual. The warranty for products not manufactured by Seller is provided by the original equipment manufacturer.

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Bath Fans

3-Year Residential Warranty - Miseno Bath Fans

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