

# WARRANTY

## LIFETIME LIMITED WARRANTY

Warranty applies to select Residential faucets only.

1. TOTO® warrants its faucets ("Product") to be free from defects in materials and workmanship during normal residential use for as long as the original consumer end-user purchaser owns their home. This limited lifetime warranty is extended only to the original consumer end-user purchaser and only so long as the Product remains in use by the original consumer end-user purchaser in its original place of installation in the purchaser's residence. This warranty applies only to Product purchased and installed in North America.

2. TOTO® obligations under this warranty are limited to repair or replacement, at TOTO's® option, of Product or parts found to be defective in normal residential use, provided that such Product was properly installed and used in accordance with the owner's manual. TOTO® reserves the right to make such inspections as may be necessary in order to determine the cause of the defect.

3. This warranty does not apply to the following items:

- a) Damage or loss sustained in a natural calamity such as fire, earthquake, flood, thunder, electrical storm, etc.
- b) Damage or loss resulting from any accident, unreasonable use, misuse, abuse, negligence, or improper care, cleaning or maintenance of the Product.
- c) Damage or loss resulting from sediments or foreign matter contained in a water system.
- d) Damage or loss resulting from improper installation or from installation of the Product in a harsh and/or hazardous environment, or improper removal, repair or modification of the Product.
- e) Damage or loss resulting from the use of an abrasive cleanser.

4. If the Product is used commercially, TOTO® warrants the Product to be free from defects in materials and workmanship for one (1) year from the date the Product is installed, with all other terms of this warranty applicable except the duration of the warranty.

5. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR PROVINCE TO PROVINCE.

6. To obtain warranty repair service under this warranty, you must take the Product or deliver it prepaid to a TOTO® service facility with proof of purchase (original sales receipt) together with a letter stating the problem, or contact a TOTO® distributor or products service contractor, or write directly to TOTO® U.S.A., INC., 1155 Southern Road, Morrow, Georgia 30260, (888) 295-8134. If, because of the size of the Product or nature of the defect, the Product cannot be returned to TOTO®, receipt by TOTO® of written notice of the defect together with proof of purchase (original sales receipt) shall constitute delivery. In such case, TOTO® may choose to repair the Product at the purchaser's location or pay to transport the Product to a service facility.

THIS WRITTEN WARRANTY IS THE ONLY WARRANTY MADE BY TOTO®. REPAIR, REPLACEMENT OR OTHER APPROPRIATE ADJUSTMENT AS PROVIDED UNDER THIS WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO THE ORIGINAL PURCHASER. TOTO® SHALL NOT BE RESPONSIBLE FOR LOSS OF THE PRODUCT OR FOR OTHER INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR EXPENSES INCURRED BY THE ORIGINAL PURCHASER, OR FOR LABOR OR OTHER COSTS DUE TO INSTALLATION OR REMOVAL, OR COSTS OF REPAIRS BY OTHERS, OR FOR ANY OTHER EXPENSE NOT SPECIFICALLY STATED. IN NO EVENT WILL TOTO'S® RESPONSIBILITY EXCEED THE PURCHASE PRICE OF THE PRODUCT. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTIES, INCLUDING THAT OF MERCHANTABILITY OR FITNESS FOR USE OR FOR A PARTICULAR PURPOSE, ARE EXPRESSLY LIMITED TO THE DURATION OF THIS WARRANTY. SOME STATES AND PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.