

# Warranty

Giagni warrants, to the initial consumer purchaser, the surfaces of the bathtub and acrylic plinths to be free of defects in material and workmanship during normal residential use for a period of 25 years from the date of purchase. This warranty does not cover normal wear and tear or damage to the surface caused by the use of chemicals that break the structural bonds in the acrylic material (see cleaning & maintenance page). Damage caused by accident, misuse, or abuse is not covered by this warranty.

If any defects develop under the warranty from the date of purchase, we will, at our discretion, consider repairing or replacing the defective part(s). Improper use or installation will immediately void the warranty. No other liability or obligation is to be assumed. Proof of purchase (original sales receipt) must be provided to Giagni with all warranty claims. Giagni will not be responsible for labor charges and installation or any other consequential costs. In no event shall the responsibility of Giagni exceed the purchase price of the product.

## **Faucets**

Giagni faucets come with a limited lifetime warranty. The warranty applies to defects in workmanship and finish. The above warranty does not apply to damages resulting from shipping, misuse, tampering, abuse or ordinary wear and tear. Warranty for finish is void if proper care is not demonstrated.

## Drains, Feet, Plinths, & Cradles

Giagni drains, feet, plinths, cradles, and components are guaranteed to be free from defects in material, workmanship, and finish at the time of shipment. Should any defects develop within 5 years from the date of purchase, we will, at our discretion, consider repairing or replacing the defective part(s).

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Some states do not allow the exclusions of limitations of incidental or consequential damages, so the above limitations or exclusions may not apply to you. For warranty claims or questions, contact Giagni at 888-560-5222.

## In event of a defect

In the event of a defect covered by the limited warranties contained herein, you must notify your authorized Giagni representative within 30 days after the date of the occurrence of the defect, and such representative will repair or otherwise correct the defect within a reasonable time in accordance with and after subject to the terms and conditions set forth herein. Giagni shall not be liable for (a) the cost of shipping or otherwise transporting parts and materials necessary to correct any defect and (b) any direct, incidental or consequential damages, (c) all tubs are thoroughly inspected for defects prior to shipment and a follow up inspection is required after receiving the tub. Thus, the Giagni warranty will not cover the cost associated with the removal and reinstallation of a defective bathtub.

## Non-Transferrable

The limited warranties contained herein are not transferable or enforceable by any party other than the original purchases (user).

## **Transportation & Delivery**

The limited warranties contained herein shall not apply to damage or any problem caused by improper handling of the tub to the purchaser or any subsequent movement of the tub by the purchaser. Purchaser is responsible for all warranty related freight charges.

## **Property Damage**

The limited warranties contained herein shall not cover property damage due to water. The responsibility of water damage is solely that of the installer or owner as we recommend a pre-install water test in our installation section.

## Disclaimer

Authorized Giagni representatives are not agents of Giagni, and no agent, dealer, or representative, salesperson or other person is authorized to change, modify, expand or extend the limited warranties contained herein, or to bind Giagni or any of its authorized representatives to be held for injury or damage to any person or property for any claim, regardless of manner in which claims arise.

All measurements are approximations and should be used for reference only. Giagni reserves the right to make specification changes without notice or obligation, and to change or discontinue models and finishes. All rights reserved. ©Giagni 2008