

Limited Warranty

TO WHOM DOES THIS WARRANTY APPLY? – The Company extends the following limited warranty to the original user only.

WHAT DOES THIS WARRANTY COVER AND HOW LONG DOES IT LAST?

This warranty covers the following Chicago Faucets branded Products:

LIFETIME WARRANTY – Any metal cast, forged, stamped or formed portion of the Product, not including electronic or moving parts or other products separately covered by this Limited Warranty or water restricting components or other components, is warranted against material manufacturing defects for the life of the Product.

FIVE YEAR WARRANTY – Certain Products or portions of the Product are warranted against material manufacturing defects for a period of five (5) years from the date of Product purchase. Products warranted against material manufacturing defects for a period of five (5) years from the date of Product purchase are referred to by the product series 90, 99, 150, 410, 420, 430, STB, STC, W4D, W4W, W8D, W8W, 1900, 1905, SH, 537, 548, 549, 640, 897, 2500, 8400, 9800 and E-Tronic™.

FIVE YEAR CARTRIDGE WARRANTY – The "Cartridge", defined as the metal portion of any Product typically referred to by the product numbers containing 1-099, 1-100, 217, 274, 313, 333, 335, 376, 377, 386, 408, 409, 617, 625, 628, 667, 670, 671, 672, 745, 776, 807, 824, 825, 826, 919, 937, 962, 966, 977, 1105, 2500, 3300 and 5235 excluding any rubber or plastic components, is warranted against material manufacturing defects for a period of five (5) years from the date of Product purchase.

ONE YEAR FINISH WARRANTY – COMMERCIAL – For Products used in commercial applications, the finish of the Product is warranted against material manufacturing defects for a period of one (1) year from the date of Product purchase.

ELECTRONIC AND METERING FAUCETS MECHANICAL WARRANTY – Electronic and metering faucet mechanicals are warranted against material manufacturing defects for a period of five (5) years from the date of Product purchase.

ELECTRONIC AND SOLENOID WARRANTY – Electronics and solenoids are warranted against material manufacturing defects for a period of three (3) years from the date of Product purchase. This warranty does not cover the life of the battery. The Company offers **NO WARRANTY** for Product batteries.

LIMITED COMMANDER™ HANDHELD DEVICE WARRANTY – The Chicago Faucets Commander™ Handheld Programming Unit is warranted against material manufacturing defects for a period of one (1) year from the date of device purchase,

subject to the exclusions noted below. The Commander unit includes batteries and a micro-USB cable warranted against material manufacturing defects for a period of **thirty (30) days** from the date of device purchase. The Company is not responsible for damage to any system allegedly resulting from installing the Commander Desktop Software (downloadable from www.chicagofaucets.com), for damage the Commander device allegedly causes to any system, or for damage resulting from third-party adaptors or other equipment used with the device.

OTHER WARRANTIES – All other Products not covered above are warranted against material manufacturing defects for a period of one (1) year from the date of Product purchase.

WHAT THIS WARRANTY DOES NOT COVER – The Company will not be liable for any labor, transportation or consequential expenses not specifically stated above. There is **NO WARRANTY** in cases of damage in transit, negligence, abuse, abnormal usage, misuse, accidents, normal wear and tear, damage due to environmental or natural elements, failure to follow the Company's instructions, unauthorized repair, incorrectly performed maintenance or repair, improper installation or storage or use of acidic or abrasive cleaning materials. In order for this Warranty to apply, Buyer must retain and provide to the Company receipts showing date of Product purchase and documenting proper maintenance. Any oral or written description of the Products is for the sole purpose of identifying the Products and shall not be construed as an express warranty. **THE COMPANY SHALL NOT BE LIABLE TO BUYER, OR TO ANYONE CLAIMING UNDER BUYER, FOR ANY OTHER OBLIGATIONS OR LIABILITIES, INCLUDING, BUT NOT LIMITED TO, OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORT OR ANY THEORY OF STRICT LIABILITY, WITH RESPECT TO THE PRODUCTS OR THE COMPANY'S ACTS OR OMISSIONS OR OTHERWISE. THE COMPANY AND BUYER AGREE THAT THE EXPRESS WARRANTIES DESCRIBED ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. ALL OTHER EXPRESS WARRANTIES ARE DISCLAIMED. FOR COMMERCIAL PRODUCTS, ALL WARRANTIES IMPLIED BY LAW, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED. FOR CONSUMER PRODUCTS, WARRANTIES IMPLIED BY LAW, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY LIMITED TO THE PERIOD OF THE EXPRESS LIMITED WARRANTY STATED ABOVE FOR THE RELEVANT PRODUCT.** Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to Buyer. Any assistance the Company provides to or procures for Buyer outside the terms, limitations or exclusions of this warranty will not constitute a waiver of the terms, limitations or exclusions of this limited warranty, nor will such assistance extend or revive the warranty. The Company will not reimburse Buyer for any expenses incurred by Buyer in repairing, correcting or replacing any defective Products, except for expenses incurred with the Company's prior written permission. Prior to using or permitting use of Products, Buyer shall determine the suitability of the products' intended use and Buyer's operating conditions. Buyer

assumes all risk and liability whatsoever in connection therewith. Buyer agrees to test and evaluate samples to ensure compliance with all specifications, quality requirements and other requirements of Buyer's application. The Company does not guarantee the accuracy of information given and recommendations made as to suitability of Products for Buyer's application or operating conditions.

HOW TO GET SERVICE – For complete warranty details, or to provide notice of a warranty claim or request warranty service, contact your Chicago Faucets Sales Representative or The Chicago Faucet Company, Customer Service, 2100 S. Clearwater Drive, Des Plaines, Illinois 60018 or 847-803-5000. As the Company's sole and exclusive obligation under this warranty (and Buyer's sole and exclusive remedy), upon prompt written notice of breach from Buyer during the warranty period, the Company will either replace or repair the defective Product or refund the wholesale purchase price, at its option, if an inspection by the Company discloses defects in material or workmanship covered by this warranty. These warranty provisions do not cover the battery shipped with the electronic products.

LIMITATION ON DAMAGES – IN NO EVENT SHALL THE COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES CAUSED BY LOSS OF PRODUCTION OR USAGE OF FACILITIES). WITHOUT LIMITING THE FOREGOING, THE COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGE A COMMANDER™ DEVICE OR ANY SOFTWARE OR RELATED EQUIPMENT ALLEGEDLY CAUSES TO A SYSTEM OR OTHERWISE. THE COMPANY'S AGGREGATE LIABILITY WITH RESPECT TO A DEFECTIVE PRODUCT AND THIS CONTRACT SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE MONIES PAID TO THE COMPANY FOR THE RELEVANT PRODUCTS.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to Buyer.

HOW DOES STATE LAW APPLY? – This warranty gives Buyer specific legal rights, and Buyer may also have other rights which vary from state to state.

Restrictions Apply