

LIMITED WARRANTY AND IN-HOME SERVICE

WHAT THIS LIMITED WARRANTY COVERS: If this Food Waste Disposer (“Product”) or any part of the Product fails at any time during its “Warranty Period” stated below due to defects in material or workmanship, Moen Incorporated (“Moen”) warrants to the original “Residential Consumer” that Moen will repair or replace the Product or part in the Residential Consumer’s home located in the United States or Canada, free of charge, or if Moen determines in its sole discretion that this remedy is not feasible, Moen will refund the Residential Consumer’s original purchase price of the Product or provide a credit towards another Moen garbage disposer. This warranty is not transferrable to subsequent owners of the residence.

The original “Residential Consumer” means a person who owns and occupies their USA or Canadian home at the time the Product is initially installed, or who is the first purchaser and occupant of that home from a builder/contractor/developer, or who resides in a living unit in a USA or Canadian multi-resident facility (such as a town home, duplex, apartment, condominium, or cooperative) when the Product is first installed and is responsible for the cost of the Product purchase and maintenance.

Product SKU Number (located at bottom of Product)	Horse Power (HP) (located at bottom of Product)	Warranty Period Duration for Residential Consumers (duration in Years) (measured from Product purchase date)
GXL1000C	1	10
GX100C	1	7
GX75C	0.75	5
GXS75C	0.75	5
GX50C	0.5	4
GXP50C	0.5	3
GXP33C	0.33	2

Commercial/Multi-Resident Warranty Holders – 1 Year Duration. If the Product is installed under conditions in which no one qualifies as a “Residential Consumer” as defined above, then the warranty holder is the owner of the dwelling or building in which the Product has been installed at the time of installation (“Commercial/Multi-Resident Warranty Holder”). For example, this includes owners of commercial or investment buildings, or multi-resident premises in which the occupant is not responsible (other than through periodic fees/other assessments) for Product replacement whether or not the occupant owns the residential dwelling unit in the premises (as by example, certain condominiums, town homes, duplexes, apartments, cooperatives). Except for the warranty duration, the Product is warranted on the same terms and conditions, including but not limited to In-Home Service, as stated in this Limited Warranty.

WHAT THIS LIMITED WARRANTY DOES NOT COVER: This limited warranty does not include Product non-conformities or damages or losses attributable to or arising from:

- Accidents; abuse; misuse; negligence; lack of or improper cleaning or maintenance; damage from incorrect installation or mounting (other than by a Moen authorized service) such as electrical connections due to improper installation, leaks at the sink flange, dishwasher inlet or discharge elbow, or damage from excessive torquing of manufacturer’s screws; any operation inconsistent with Moen’s recommendations and instructions that are generally available in Moen’s Product Owner’s Guide or on the Moen website at www.moen.com. NOTE AND WARNING: to reduce the risk of damage to the Products and to prevent serious or fatal injury, do not put into the Product items such as large whole bones, clams or oyster shells, whole corn husks, glass, china, plastic, metal such as bottle caps, tin, aluminum foil, utensils, hot grease, or other hot liquids. READ MOEN INSTALLATION AND USE INSTRUCTIONS CAREFULLY BEFORE INSTALLATION AND USE. AND NOTE further: DO NOT attempt to lubricate your Product. And NEVER put lye or caustic chemical drain cleaners into the Product as they are considered improper maintenance and may cause corrosion of metal parts which damage will be detectable and not covered by this warranty.
- Excessive wear beyond normal wear and tear from private household use; damage from fire, flood, or other acts of God.
- Outdoor installations or use with yard or planting debris or soil.
- Repair or replacement service performed by other than by a Moen authorized service professional.
- Removal of any other materials (such as sinks, counters, tiles, flooring or other plumbing fixtures), reinstallation, refinishing, or additional labor if and to the extent required or provided by Moen’s authorized service professional in order to repair or replace the Product or part under warranty.
- Installations anywhere other than the United States and Canada.
- CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, TEMPORARY/PERMANENT RELOCATION OF RESIDENCE OR PROPERTY, EMOTIONAL DISTRESS, LOSS OF USE, INCONVENIENCE, CLAIMS OF THIRD PARTIES FOR DAMAGES, LOST REVENUES AND LOST PROFITS, ARISING OUT OF ANY THEORY OF RECOVERY, INCLUDING STATUTORY, CONTRACT OR TORT.
- THIS LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT PERMITTED BY LAW, MOEN DISCLAIMS ALL OTHER IMPLIED OR EXPRESS WARRANTIES INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT THAT ANY IMPLIED WARRANTIES MAY NONETHELESS EXIST BY OPERATION OF LAW, SUCH WARRANTIES ARE LIMITED TO THE DURATION PROVIDED BY LAW.

EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY: THIS LIMITED WARRANTY STATES YOUR SOLE AND EXCLUSIVE REMEDY AND MOEN SOLE OBLIGATION IN THE EVENT OF ANY NON-CONFORMING PRODUCT. THESE PROVISIONS CANNOT BE CHANGED BY ANY PARTY ON BEHALF OF MOEN. NOTWITHSTANDING THE TERM OF ANY OTHER LIMITED OR IMPLIED WARRANTY, OR IN THE EVENT THAT THIS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL MOEN’S ENTIRE LIABILITY EXCEED THE PURCHASE PRICE OF THIS PRODUCT. SOME STATES AND PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. SOME STATES AND PROVINCES DO NOT ALLOW LIMITATION ON HOW LONG A LIMITED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE AND PROVINCE TO PROVINCE. REPAIRED OR REPLACED COMPONENTS ARE WARRANTED ONLY ON THE SAME TERMS AND FOR THE REMAINDER OF THE WARRANTY PERIOD OF THE ORIGINAL PRODUCT. MOEN RESERVES THE RIGHT TO DISCONTINUE OR CHANGE ANY PRODUCT. IF A PRODUCT OR COMPONENT IS NOT AVAILABLE, MOEN MAY SELECT AND PROVIDE A REPLACEMENT PRODUCT OR COMPONENT OF EQUIVALENT QUALITY AND PRICE.

MAKING CLAIMS AND OBTAINING IN-HOME SERVICE: To obtain benefits under this Limited Warranty, Contact Moen at www.moen.com or 1.800.854.3229 for instructions on obtaining repair or replacement and in-home service from a Moen authorized service professional. Canadian customers please call 1.800.465.6130. Claimant will be required to provide proof of Product purchase and premises ownership, and any replaced Product or components are required to be returned to Moen or the Moen authorized service representative. Moen will determine in its sole discretion if a Product or claim is covered by this limited warranty.