

# Eisen Home Warranty Terms

## **EISEN LIMITED 2-YEAR WARRANTY**

This warranty extends only to the original owner/end-user for personal household use only. For commercial uses, additional limitations may apply. Eisen Home warrants mirrors, bathtubs, faucet finishes and fittings to be free from defects in workmanship and materials under normal use and service for a period of two (2) years. Eisen Home will, at its election, repair, replace, or make appropriate adjustment where Eisen Home optional inspection discloses any such defects occurring in normal usage within the warranty periods. Please note that Eisen Home is not responsible for installation or removal costs. Improper modification of any bathtub and/or faucet may void the warranty.

This warranty does not cover any claim arising from abuse, misuse, negligence, accident, improper installation or operations on the part of the purchaser. This warranty is void if the Eisen Home product is subject to alterations, or if repairs are attempted by anyone other than an authorized agent of Eisen Home. This warranty does not extend to any plumbing or components installed by dealers, installers or by any party other than Eisen Home. Implied warranties, including that of merchant ability or fitness for a particular purpose, are expressly limited in duration to the duration of this warranty. Eisen Home disclaims any liability for special, incidental or consequential damages.

## **PRODUCT LIMITATION OF LIABILITY**

Eisen Home shall not, under any circumstances, be liable for special or consequent damages, such as, but not limited to,

1. Damage to or loss of other property or equipment,
2. Loss of profits, revenue or reputation,
3. Cost of replacement goods,
4. Cost of storage, handling and/or care of damaged, defective or nonconforming goods or
5. Claims of buyer's customer or service interruptions.

Eisen Home is not responsible for any additional parts or equipment required for the installation or use of any of its products or merchandise, such as plumbing supply requirements (elbow joints, valves, pipes etcetera). Eisen Home is not responsible for the installation of any of its products or merchandise.

The liability of Eisen Home arising out of or related in any way to the sale, delivery, resale, installation or use of the goods sold by or furnished by Eisen Home, whether arising out of contract, negligence, strict tort, or any warranty or otherwise, shall not exceed the price of the specific goods upon which liability is to be based. Buyer's remedies for any breach of this agreement by Eisen Home, or with respect to Eisen Home liability under this agreement shall be limited to either Eisen Home choice of any of the following:

1. The repair of the goods,
2. The replacement of the goods,
3. The return of the goods in question to Eisen Home and the return to the buyer of any consideration paid to Eisen Home for said goods.