

ONE YEAR WARRANTY

What is covered under this warranty?

The item purchased is warranted against defects in material and workmanship, starting from the date of purchase. It is nontransferable and is only effective if items are purchased from one of our authorized dealers.

The unit must be installed and operated in accordance within the Owner's Manual and in compliance with local building and fire codes.

In order to obtain the warranty service, a copy of your dated receipt as proof of purchase is necessary. We reserve the right to request additional information such as pictures and/or return of the defective item(s) and/or other evidence relating to any claim in which we shall reasonably require. For additional warrant claim details and procedures, please email general@lexorahome.com

WARRANTY EXCLUSIONS: The following are excluded from coverage under this warranty; any items used for commercial, contract or any other non-residential purpose; display models or items purchased "as is"; freight damage, items subject to misuse, abuse, neglect, or lack of proper care or maintenance; normal wear and tear; damage caused by acts of nature, acts of force, vandalism, fire or other casualty, or improper assembly; hardware against corrosion or rusting. Exclusions include but are not limited to, loss of use or time; inconvenience, money, travel; packaging; or incidental, special, or consequential damages.

Replacement of defective items or parts or a pro rated refund of your purchase price is your sole and exclusive remedy. This warranty is the exclusive statement of your rights with respect to the item you have purchased. You may also have other rights which vary from state to state.

- (a) Seller warrants that (i) the Products shall, when delivered, substantially comply with the Product descriptions and (ii) Seller shall convey good and marketable title to Purchaser and that the Products will be delivered free from any lawful lien, claim or encumbrance other than any lien arising hereunder.
- (b) Purchaser shall within five (5) working days after the occurrence of the material defect give written notice to Seller of any claim that the Products do not conform with the terms of the order or have material defects which a casual inspection would disclose. If Purchaser fails to give such notice, the Products shall be deemed to conform with the

terms of the order, and Purchaser shall be deemed to have accepted and shall pay for the Products in accordance with the terms of this order. Purchaser expressly waives any right Purchaser may have to revoke acceptance or claim a breach of warranty with respect to such obvious or material defects, a casual inspection should have disclosed after such five-day period.

- (c) Lexora grants a guarantee period of 1 year for all parts to be free of any manufacturing defect that would have direct effect on the practical application of the item, providing that the installation is carried out by a certified plumber, electrician or contractor. Certain variances and tolerances are characteristic of vitreous china products that are fired at high temperatures which are therefore acceptable.
- (d) Lexora assumes no obligation other than the replacement of defective parts upon presentation along with proof of purchase to selling distributor. Lexora does not indemnify any related labor charges, removal and reinstallation expense, freight, postage or any incidental or consequential damages resulting from a defective product. This limited warranty is in lieu of our other warranties, implied or expressed. Some states do not allow the exclusion/limitation of incidental or consequential damages, therefore 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.

THIS WARRANTY SHALL APPLY ONLY IF THE PRODUCT HAS BEEN IN ACCORDANCE WITH THE LEXORA OPERATING INSTRUCTIONS PROPERLY INSTALLED, USED AND SERVICED. ANY UNAUTHORIZED ALTERATION OR MODIFICATION OF THE PRODUCT WILL VOID THIS WARRANTY. SELLER SHALL NOT BE LIABLE FOR ANY CLAIMS RESULTING FROM MISUSE, NEGLIGENCE, MODIFICATION, ABUSE, IMPROPER OR FAULTY USE, IMPROPER PRODUCT APPLICATION OR STORAGE, NORMAL WEAR AND TEAR, FAILURE TO COMPLY WITH SELLER'S INSTRUCTIONS, IMPROPER FUNCTION OF ANY PARTS OR MATERIALS SUPPLIED BY PURCHASER, IMPROPER OR FAULTY MANUFACTURING DUE TO DEFECTIVE OR IMPROPER PARTS, MATERIALS OR DESIGNS AND BLUE PRINTS PROVIDED BY PURCHASER. SELLER SHALL FURTHER NOT BE LIABLE FOR ANY CLAIMS ARISING OUT OF AND RESULTING FROM DEFECTIVE AND FAULTY PARTS, COMPONENTS OR MATERIALS PROVIDED BY ANY THIRD PARTY TO SELLER AND SHALL ASSIGN ANY RELATED RIGHTS OR CLAIMS THAT SELLER HAS AGAINST SUCH THIRD PARTY TO PURCHASER. THE WARRANTIES SET FORTH HEREIN ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED. THE SALE IS MADE ON THE EXPRESS UNDERSTANDING THAT THERE IS NO IMPLIED WARRANTY THAT THE PRODUCTS SHALL BE FIT FOR ANY PARTICULAR PURPOSE. THE PURCHASER ACKNOWLEDGES THAT PURCHASER IS NOT RELYING ON SELLER'S SKILLS OR JUDGMENT TO SELECT OR FURNISH PRODUCTS SUITABLE FOR ANY PARTICULAR PURPOSE OR JOB OR TO DETERMINE FEASIBILITY OF THE PRODUCTS FOR ANY PARTICULAR PURPOSE. FURTHER THE PURCHASER ACKNOWLEDGES THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION HEREIN. SELLER SHALL IN NO EVENT BE LIABLE FOR

CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES, AND DAMAGES ARISING OUT OF THE PURCHASE, UNLOADING, HANDLING, AND USE OF ANY PRODUCTS, ALL OF WHICH ARE WAIVED BY PURCHASER AND IN ANY EVENT, DAMAGES HEREUNDER SHALL BE LIMITED TO A MAXIMUM OF THE PURCHASE PRICE. THIS WARRANTY GIVES THE CONSUMER SPECIFIC LEGAL RIGHTS AND THE CONSUMER MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.