

## **Flushmate® Limited Warranty**

**Effective January 1, 2022**

### **Five-Year Limited Warranty on Vessel**

For a period of five (5) years from the Purchase Date (defined below), subject to the terms, conditions, limitations and exclusions herein, Flushmate, LLC, ("*Flushmate*"), warrants to the end-user owner ("*you*" and "*your*") of the first toilet fixture in which your Flushmate Pressure-Assisted System (the "*Flushmate System*") is installed that the vessel included in the Flushmate System (the "*Vessel*") will be free from defects in materials and workmanship. The "*Purchase Date*" for purposes of this Limited Warranty shall be the actual date of purchase by you so you should keep your dated sales receipt for warranty registration and claims purposes. In the absence of proof of the actual Purchase Date, the Purchase Date shall be the date of manufacture per Flushmate's records based on the date-coded serial number printed on the Flushmate System.

### **One-Year Limited Warranty on Ancillary Components**

For a period of one (1) year from the Purchase Date, subject to the terms, conditions, limitations and exclusions herein, Flushmate warrants to you that the Ancillary Components (defined below) of the Flushmate System will be free from defects in materials and workmanship. The "*Ancillary Components*" for purposes of this Limited Warranty include all components and parts of the Flushmate System (other than the Vessel), including flush cartridges, duckbill valves, screens, upper supply, lower supply, push buttons, handle kits, the INTELLIFlush™ System (if applicable), and replacement parts for each of the foregoing components.

### **What is covered by this Limited Warranty?**

During the relevant warranty period, Flushmate will, at its option, repair or replace the Vessel and/or Ancillary Component(s) (individually or collectively, "*Covered Part(s)*"), or refund the purchase price thereof, to the extent such Covered Part(s) fails to conform with this Limited Warranty under normal use and service. Repair, replacement or refund, as elected by Flushmate in its sole discretion, shall be your sole and exclusive remedy under this Limited Warranty. Unless waived by Flushmate, the defective Covered Part(s) must be returned to Flushmate at your cost. If Flushmate elects to replace any Covered Part(s) thereof, Flushmate will send the replacement item(s) by normal (non-expedited) shipment method of Flushmate's choosing. Replacement products and parts are warranted for the remaining portion of the original warranty period or 90 days, whichever is greater.

### **What is Not Covered by this Limited Warranty?**

Any damage, defect or malfunction caused by abuse, misuse, neglect, vandalism, accident, act of God (*e.g.*, flood, fire, lightning), or other cause beyond the reasonable control of Flushmate is not covered by this Limited Warranty. Also, any damage, defect or malfunction resulting from one or more of the following is not covered by this Limited Warranty: faulty or improper repair or installation of the Flushmate System or any Covered Part; improper or deficient plumbing and/or water supply (*e.g.*, supply line pressures greater or less than those specified in Flushmate's applicable published materials); use of a non-potable, highly-corrosive or hot/tempered water supply; alteration or modification of the Flushmate System or any Covered Part; use of accessories, components, parts or attachments not manufactured by Flushmate; failure of any fixture, device, part, accessory or product not sold or manufactured by Flushmate; use of anti-freeze, chemical agents, petroleum-based lubricants or cleaning products containing harmful substances (*e.g.*, household bleach, drop-in blocks or tablets, or disinfectants); improper storage or handling of the Flushmate System or Covered Part(s); failure to operate, maintain and/or repair the Flushmate System in accordance with Flushmate's instructions; and/or use of the Flushmate System in an application other than as published in Flushmate's Owner's Manual or other technical and promotional materials. Wrenches and installation packs are not part of the Flushmate System and are not covered by this Limited Warranty. This Limited Warranty only covers the cost of repairs performed by Flushmate or its authorized service provider in the event that Flushmate elects to repair (as opposed to replace) the Covered Part(s) as its choice of remedy hereunder. To the maximum extent permitted by applicable law, no claims will be allowed for labor charges, transportation (including expedited shipping) or other costs and incidentals, all of which are your sole responsibility. Furthermore, this Limited Warranty only covers the Flushmate System and does not cover any fixture, plumbing device or other non-Flushmate part or accessory. This Limited Warranty will not continue to provide coverage if your Flushmate System is removed and reinstalled on a different toilet fixture.

## **What Are Your Responsibilities?**

Flushmate encourages you to register the Flushmate System, which can be done via the Flushmate website at [www.flushmate.com](http://www.flushmate.com) or by calling the number provided in the following section (or by mailing your product registration card to the address set forth in the following section), but failure to register your Flushmate System will not diminish your legal rights. You are responsible to ensure that the Flushmate System has been installed, operated and maintained in accordance with Flushmate's Owner's Manual, technical materials and/or other written instructions or recommendations attached to or furnished with the product and/or posted on Flushmate's website at [www.flushmate.com](http://www.flushmate.com). If you contend that any Flushmate System and/or Covered Part(s) is/are responsible for any mechanical or other problems you experience, you must allow Flushmate the opportunity to inspect the products and verify/diagnose the condition before you make any repairs or alterations to the product. You must not remove the serial number or label(s) from the Flushmate system. Without limiting the other terms and conditions of this Limited Warranty, and any other defenses that Flushmate may have, you understand and agree that your failure to comply with the foregoing requirements will relieve Flushmate from any further responsibility to you under this Limited Warranty. Additionally, Flushmate strongly recommends that you use genuine Flushmate replacement parts when making repairs to your Flushmate System, and not replacement parts purchased from unauthorized resellers as such parts may be used, defective, counterfeit or not designed for use in your state, province or jurisdiction (and are not covered by this Limited Warranty); *provided, however*, following this recommendation is not a condition of this Limited Warranty.

## **How Do You Make a Warranty Claim?**

You should initiate a claim under this Limited Warranty within 30 days of the discovery of the defect by either an email to [warrantyinfo@flushmate.com](mailto:warrantyinfo@flushmate.com) or a call to Technical Support at 800-533-3460 and by following the instructions that are provided to you. Alternatively, you may mail your claim to Flushmate at Attn: Warranty Submission, 30075 Research Drive, New Hudson, MI 48165-8548. You must (a) obtain a Return Merchandise Authorization (RMA) number from Flushmate prior to returning any product and (b) include the RMA number and the serial number for the applicable Flushmate System and/or Ancillary Components(s) (and proof of purchase, including the Purchase Date, unless the product was registered with Flushmate within 30 days of its purchase). Any product returns, including returns for reasons other than warranty claims (*e.g.*, you ordered the wrong product), should be handled in accordance with Flushmate's returns policy if purchased directly from Flushmate or the returns policies of the party from whom you purchased the Flushmate System if not purchased directly from Flushmate.

## **DISCLAIMER OF WARRANTIES AND LIMITATION OF DAMAGES**

THIS LIMITED WARRANTY SETS FORTH THE ENTIRE AGREEMENT BY FLUSHMATE REGARDING ITS LIABILITIES WITH RESPECT TO THE FLUSHMATE SYSTEM AND THE COVERED PARTS (INCLUDING THE VESSEL AND ANCILLARY COMPONENTS). EXCEPT AS STATED ABOVE IN THIS LIMITED WARRANTY, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FLUSHMATE DISCLAIMS ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES AND CONDITIONS WITH RESPECT TO THE FLUSHMATE SYSTEM AND COVERED PARTS (INCLUDING THE VESSEL AND ANCILLARY COMPONENTS). WITH RESPECT TO IMPLIED WARRANTIES THAT CANNOT BE DISCLAIMED UNDER APPLICABLE LAW, THEN TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FLUSHMATE LIMITS THE DURATION OF ANY APPLICABLE IMPLIED WARRANTIES TO THE DURATION OF THIS LIMITED WARRANTY (*i.e.*, 5 YEARS FOR THE VESSEL AND 1 YEAR FOR THE ANCILLARY COMPONENTS). IN ADDITION TO THE ABOVE WARRANTY DISCLAIMERS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL FLUSHMATE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES FOR LOST SALES OR LOST PROFITS, ARISING FROM OR RELATING TO THIS LIMITED WARRANTY OR THE PRODUCT, AND FLUSHMATE'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THIS LIMITED WARRANTY OR THE WARRANTED PRODUCT WILL NOT EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE WARRANTED PRODUCT.

## **Your Legal Rights Under This Limited Warranty and Applicable Law**

This Limited Warranty gives you specific legal rights. You may also have other legal rights that vary by state, province, or jurisdiction. Likewise, some of the limitations in this Limited Warranty may not apply in certain states, provinces or jurisdictions under certain circumstances. For example, some states do not allow the exclusion or limitation of incidental or consequential damages, or limitation on how long an implied warranty lasts, so any such limitations or exclusions may not apply to you. The terms of this Limited Warranty will apply only to the extent permitted by applicable law. For a full description of your legal rights you should refer to the laws applicable in your jurisdiction and you may wish to contact a consumer advisory service or legal counsel of your choosing. This Limited Warranty

is only provided to you if you install and use the Flushmate System in the U.S. or Canada.

### **Procedure for Resolving Disputes**

**ARBITRATION NOTICE:** THIS LIMITED WARRANTY CONTAINS AN ARBITRATION PROVISION THAT REQUIRES YOU AND FLUSHMATE TO RESOLVE DISPUTES BY BINDING ARBITRATION INSTEAD OF IN COURT, UNLESS YOU CHOOSE TO OPT OUT. IN ARBITRATION, CLASS ACTIONS AND JURY TRIALS ARE NOT PERMITTED. SPECIFICALLY, ALL DISPUTES BETWEEN YOU AND FLUSHMATE ARISING OUT OF OR RELATING IN ANY WAY TO THIS LIMITED WARRANTY OR THE FLUSHMATE SYSTEM OR COVERED PARTS (INCLUDING THE VESSEL AND ANCILLARY COMPONENTS) SHALL BE RESOLVED EXCLUSIVELY THROUGH BINDING ARBITRATION, AND NOT IN A COURT OF GENERAL JURISDICTION. BINDING ARBITRATION MEANS THAT YOU AND FLUSHMATE ARE EACH WAIVING THE RIGHT TO A JURY TRIAL AND TO BRING OR PARTICIPATE IN A CLASS ACTION. THE DETAILED PROCEDURES GOVERNING ARBITRATIONS UNDER THIS LIMITED WARRANTY CAN BE FOUND AT <https://legal.flushmate.com> OR BY REQUESTING A COPY PURSUANT TO THE CONTACT INFORMATION PROVIDED IN THE ABOVE SECTION ENTITLED "HOW DO YOU MAKE A WARRANTY CLAIM?" PLEASE NOTE THAT IF YOU WISH TO OPT OUT OF THIS DISPUTE RESOLUTION PROCEDURE, YOU MUST DO SO IN ACCORDANCE WITH THE DETAILED PROCEDURES MENTIONED ABOVE, WHICH REQUIRES THAT YOU PROVIDE AN OPT-OUT NOTICE TO FLUSHMATE NO LATER THAN 30 CALENDAR DAYS AFTER THE PURCHASE DATE.