

Hansgrohe, Inc. Limited Warranty

I. WARRANTY

Hansgrohe, Inc. warrants to the original consumer purchaser that hansgrohe and AXOR products and finishes will be free from defects in material and workmanship for as long as the original consumer purchaser owns both the product and the home in which the product was originally installed; provided, that the warranty period for the Rubbed Bronze, Matte Black and Matte White finishes on hansgrohe and AXOR products is three (3) years from the date of purchase. For commercial purchasers, the warranty period is (a) one (1) year for hansgrohe products and finishes and (b) five (5) years for AXOR products and finishes, in each case from the date of purchase. This warranty is non-transferable.

II. WHAT WILL WE DO

Hansgrohe, Inc., at its option, will replace any product or part of the product that proves defective in workmanship and/ or material, under normal installation, use, service and maintenance. If Hansgrohe, Inc. is unable to provide a replacement part or product and repair is not practical or cannot be made in timely fashion, Hansgrohe, Inc. may elect to refund the purchase price in exchange for the return of the defective product. REPAIR OR REPLACEMENT (OR, IN LIMITED CIRCUMSTANCES, REFUND OF THE PURCHASE PRICE) AS PROVIDED UNDER THIS LIMITED WARRANTY IS THE EXCLUSIVE REMEDY OF THE PURCHASER.

III. WHAT IS NOT COVERED BY THE WARRANTY

Labor and other expenses for disconnection, deinstallation, or return of the product for warranty service (including but not limited to proper packaging and shipping costs), or for installation or reinstallation of the product are not covered by this warranty. Hansgrohe, Inc. shall not be liable for any damage to the product resulting from reasonable wear and tear, outdoor use, misuse (including use of the product for an unintended application), freezing water, excessive water pressure, pipe corrosion in the home in which the product is installed, abuse, neglect or improper or incorrectly performed installation, maintenance or repair, including the use of abrasive or caustic cleaning agents or "no-rinse" cleaning products.

This warranty does not cover: (i) accessories, connected materials and products, or related products not manufactured by Hansgrohe, Inc. or (ii) any hansgrohe or AXOR product sold for display purposes.

IV. WHAT YOU MUST DO TO OBTAIN WARRANTY SERVICE OR INFORMATION:

Contact your retailer, or contact Technical Service at:

Masco Canada Limited
350 South Edgeware Road
St. Thomas, Ontario N5P 4L1
Tollfree: 1-800-334-0455

In requesting warranty service, you will need to provide:

1. The sales receipt or other evidence of the date and place of purchase.
2. A description of the problem.
3. Delivery of the product or the defective part, postage prepaid and carefully packed and insured, to:

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Masco Canada Limited
350 South Edgeware Road
St. Thomas, Ontario N5P 4L1
Tollfree: 1-800-334-0455

When warranty service is completed, any repaired or replacement product or part will be returned to you postage prepaid.

Exclusions and Limitations

V. LIMITATION ON DURATION OF IMPLIED WARRANTIES

Some states/provinces (including Quebec) do not allow limitations on how long an implied warranty lasts, so the below limitations may not apply to you. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY IMPLIED WARRANTY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, IS LIMITED TO THE STATUTORY PERIOD OR THE DURATION OF THIS WARRANTY, WHICHEVER IS SHORTER.

Limitation of Special, Incidental or Consequential Damages. Some states/provinces (including Quebec) do not allow the exclusion or limitation of incidental or consequential damages, so the below limitations and exclusions may not apply to you. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS WARRANTY DOES NOT COVER, AND HANSGROHE, INC. SHALL NOT BE LIABLE FOR, ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LABOR CHARGES TO REPAIR, REPLACE, INSTALL OR REMOVE THIS PRODUCT), WHETHER ARISING OUT OF BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, TORT, OR OTHERWISE. HANSGROHE, INC. SHALL NOT BE LIABLE FOR ANY DAMAGE TO THE PRODUCT RESULTING FROM REASONABLE WEAR AND TEAR, OUTDOOR USE, MISUSE (INCLUDING USE OF THE PRODUCT FOR AN UNINTENDED APPLICATION), FREEZING WATER, EXCESSIVE WATER PRESSURE, PIPE CORROSION IN THE HOME IN WHICH THE PRODUCT IS INSTALLED, ABUSE, NEGLECT OR IMPROPER OR INCORRECTLY PERFORMED INSTALLATION, MAINTENANCE OR REPAIR, INCLUDING THE USE OF ABRASIVE OR CAUSTIC CLEANING AGENTS OR "NO-RINSE" CLEANING PRODUCTS. Notice to residents of the State of New Jersey: The provisions of this warranty, including its limitations, are intended to apply to the fullest extent permitted by the laws of the State of New Jersey.

This warranty gives you specific legal rights, and you may also have other rights which vary from state/province to state/province.

VI. PRODUCT INSTRUCTIONS AND QUESTIONS

Upon purchase or prior to installation, please carefully inspect your Hansgrohe product for any damage or visible defect. Prior to installing, always carefully study the enclosed instructions on the proper installation and the care and maintenance of this product. If you have questions at any time about the use, installation or performance of your Hansgrohe product, or this warranty, please write us or call us toll-free at 800-334-0455.

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VII. HANSGROHE RETURN GOODS POLICY

Hansgrohe, Inc. is dedicated to customer satisfaction. If for any reason you must return a product to us, please follow our Return Policy for best warranty service. Product should not be returned for credit or replacement without prior written authorization from Hansgrohe, Inc. Any product returned and received by Hansgrohe without prior written authorization will not be accepted. You will be notified and the items will be returned at your expense.

Credit for the return of Masco Canada Limited products will be allowed when authorized by Customer Service subject to the following conditions:

1. A Returned Good Authorization (RMA) form must be provided to the customer and the approved RMA paperwork must be included with the returned product.
2. Return Goods Authorization will be effective for 60 days after issuance.
3. Products and Packaging must be in resalable condition.
 - o a. Discontinued and/or obsolete product not in the current price list or product announced for obsolescence and/or discontinuation cannot be returned.
 - o b. We will honor the price on the last invoice, otherwise list and discount.
 - o c. Product purchased more than 18 months ago cannot be returned.
 - o d. Only product with current finishes can be returned
 - o e. Where possible product packaging must be factory-sealed.
 - o f. Display products cannot be returned under any circumstances.
 - o g. We reserve the right not to accept product that will put Masco Canada in an excess inventory position.
 - o h. Products and packaging which are customer fault defective, that have had anything removed from the box and are now non-saleable goods will be scrapped and no credit will be issued.
4. All returns must be shipped freight prepaid; no credit will be given for freight charges.
5. Non-Masco products will not be returned to the sender and will be destroyed upon receipt. No credit will be issued for non-Masco products. (Sender will receive notification of error on shipment.)
6. If product is being returned as a result of an order entry or shipping error, the RMA will be issued with no re-stocking charge and will be shipped prepaid by Masco Canada.

The return shipment should be sent freight prepaid to:

Masco Canada Limited
350 South Edgeware Road
St. Thomas, Ontario N5P 4L1
Toll-free: 800-334-0455

Receipt of returned product does not guarantee credit. The value of the returned goods will be determined following inspection of the items received. Credit will only be issued for those items that meet Hansgrohe's Return Goods Policy conditions.

Rights to Terminate

If you fail to pay any sum due, Masco Canada Limited reserves the right to (1) suspend all further deliveries until the default is made good, (2) terminate any order or contract so far as any further goods remain to be delivered, and (3) require you to return all goods that have not been paid for. If you become bankrupt, insolvent or unable to pay your debts as they become due or become the subject of a bankruptcy proceeding, Masco Canada Limited has the right to terminate any order or contract outstanding without prejudice to any claim or right Masco Canada Limited might otherwise have.

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VIII. Hansgrohe General Terms and Conditions of Sale

Prices:

All prices are subject to change without notice and are exclusive of any shipping, delivery or handling charges that may apply.

Minimum Order:

Our minimum invoice is \$100 net. Any orders totalling less than \$100 net will be billed at \$100 net.

Freight:

All orders are shipped by the method and carrier of Masco Canada Limited's choosing. If special routing or expedition is requested, we reserve the right to invoice any additional costs incurred.

Full freight is allowed on shipments of \$1,500 net, invoice value, for ground shipments within Canada.

All other shipments of lesser value will be shipped F.O.B. St. Thomas, Ontario.

Oversized packages will be charged carrier's published price plus handling.

Damage or Loss:

Our responsibility ends at the time Masco Canada Limited delivers merchandise in original condition to the carrier. Delivery to the carrier constitutes delivery to the customer. All claims for damaged or lost shipments should be made promptly by the customer to the carrier.

Claims:

All claims for shortages must be noted on the bill of lading and submitted to the carrier at the time of receipt Masco Canada Limited must be notified within 2 weeks after receipt of shipment.

Returns:

See Above

THESE TERMS OF SALE ARE SUBJECT TO CHANGE. PRIOR TO PLACING AN ORDER WITH HANSGROHE,

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