

DANZE LIMITED LIFETIME WARRANTY

All non-electronic parts of the Danze faucet are warranted to the original consumer purchaser to be free from defects in material and workmanship, for as long as the consumer purchaser owns it.

All electronic parts of the Danze faucet are warranted to the original consumer purchaser to be free from defects in material and workmanship for a period of five (5) years. Batteries are not included.

Danze will replace, free of charge, during the warranty period, any part that proves defective in material and/or workmanship under normal residential application. If replacement of the original part is not practical, Danze may elect to replace with an equivalent part or refund the purchase price in exchange for the return of the product. **These are your exclusive remedies.** Avoid abrasive cleaners, steel wool and harsh chemicals. These will dull the finish and void your warranty.

THIS WARRANTY IS LIMITED TO REPLACEMENT PARTS ONLY AND DOES NOT COVER OR INCLUDE LABOR CHARGES OR DAMAGE INCURRED IN INSTALLATION, REPAIR OR REPLACEMENT OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, NOR DOES IT COVER OR INCLUDE DAMAGES FOR PERSONAL INJURY, PROPERTY DAMAGE OR ECONOMIC LOSS. IN NO EVENT SHALL LIABILITY EXCEED THE PURCHASE PRICE OF THE FAUCET. WARRANTY PARTS ORDERS MAY BE SUBJECT TO SHIPPING & HANDLING CHARGES.

This warranty excludes all industrial, commercial, and business usage, whose purchasers are hereby extended a five (5) year limited warranty for non-electronic parts and one (1) year limited warranty for electronic parts from the date of purchase, with all other terms of this warranty applying except the duration of the warranty. This warranty also excludes installation outside of the United States of America, Canada or Mexico (North America), whose purchasers are hereby extended a one (1) year limited warranty from the date of purchase, with all other terms of this warranty applying except the duration of the warranty.

Any damage to this faucet as a result of improper installation, misuse, accident, neglect or any use that violates the instructions furnished by us, WILL VOID WARRANTY IMMEDIATELY. This warranty is only valid to the original consumer purchaser and excludes industrial, commercial or business use of the product. **Some states/provinces do not allow limitations of how long an implied warranty lasts or the exclusion or limitation of such damages, so these limitations and exclusions may not apply to you. This warranty gives the consumer specific legal rights. You may also have other rights that vary from state to state, province to province.**

Call Danze Technical Support Line for assistance regarding your DANZE faucet or warranty inquiries.

Please note: Any returns for warranty consideration must include the part(s) in question and the original proof of purchase.

Customer Service:

USA: 866-538-5536

Canada: 866-884-8841

Technical Support: 1-888-648-6466

danze[®]
by GERBER

Danze by Gerber

INTERNET MINIMUM ADVERTISED PRICE POLICY

Revised Effective May 1, 2019

INTRODUCTION

This Policy replaces and supersedes all prior Internet Minimum Advertised Price policies (“IMAP” or “Policy”) issued by Danze by Gerber, fka Danze, Inc., (“Danze”) and applies to all Danze distributors, wholesalers, retailers, dealers and other resellers located in the United States (collectively, the “Resellers”). This Policy has been implemented in order for Danze to better compete in the market for premium plumbing fixtures, faucets, showerheads and bath accessories. In particular, Danze has determined that adoption of this Policy is a necessary component of its strategy to reduce or minimize distribution channel conflicts and to ensure that its Danze by Gerber® line of products is supported with aggressive marketing, prominent merchandising and product displays, pre-sale and post-sale customer service, education and stocking of sufficient product inventories to adequately service the local market. This Policy is subject to change at any time by Danze, in its sole and absolute discretion.

POLICY APPLICATION

This Policy applies to all Resellers of Danze by Gerber® products who buy directly from Danze and who now or hereafter directly sell Danze by Gerber® products on the internet or who resell any Danze by Gerber® products (the “Covered Products”) to one or more companies operating an internet website on which they sell, or intend to sell, the Covered Products.

POLICY

The Internet Minimum Advertised Price (“IMAP”) for a Covered Product is 30% off the then current standard list price published by Danze for the Covered Products.

This policy is unilateral, non-negotiable and will not be altered for any Reseller. Each Reseller is free to independently decide whether or not to follow the Policy. All Resellers of Covered Products remain free to sell the Covered Products at any price they choose in their sole and absolute discretion.

This Policy applies to all SKUs manufactured and distributed under the Danze by Gerber® brand name set forth at danze.com, which Resellers should review on a regular basis. It does not apply to discontinued, closeout or distressed merchandise, or to special over-stock promotions as announced by Danze. Danze may also, from time to time, announce promotional periods during which the Policy will not apply with respect to all or some Covered Products.

VIOLATIONS

A "Violation" of the "Minimum Internet Advertised Price Policy" occurs when a price for a Covered Product is displayed on any internet site that is below the published IMAP price. This includes using any on-line or internet ads or campaigns with respect to the sale of Covered Products as well as sponsored links and websites operated by, affiliated with, and/or linked to the Internet Reseller's website(s). The definition of price does not include any price discounts displayed after a product is added to the cart.

If after making an investigation into any alleged or discovered violation, Danze determines to its sole satisfaction that a Reseller directly or indirectly through third parties has engaged in Internet Advertising of any Covered Products at a resale price less than the IMAP price, Danze may take the following actions:

Danze will first notify the Reseller in writing of any violation of the IMAP Policy. If the Reseller corrects the violation within fifteen (15) calendar days, no further action will be required. If the Reseller fails to correct the violation within fifteen (15) calendar days, Danze will notify the Reseller that Danze will suspend sales to the Reseller of the Covered Products to which the violation related for a minimum of thirty (30) days.

If the Reseller continues to be in violation of the IMAP policy, Danze will notify the Reseller of Danze's immediate suspension of sales of all Covered Products to the Reseller for a minimum of six (6) months.

Note: This Policy is not intended to restrict Danze's rights to manage its distribution channels and to make and change its decisions regarding Resellers and others with whom it will do business. Among other things, depending on the severity or number of violations and the response of the Reseller when advised of a violation of this IMAP, Danze may deem it appropriate to bypass some or all of the steps above and immediately cease doing business with the Reseller.

DANZE BY GERBER IMAP POLICY ADMINISTRATION

No Danze employee or sales representative has any authority to modify or alter this Policy or to negotiate this Policy or any agreement with respect to it with any Reseller.

The only person authorized to answer questions regarding the Policy or to comment on the Policy on behalf of Danze, and the person to whom all questions regarding the Policy must be addressed, is the Danze IMAP Policy Administrator at the address designated below.

Brian D. Fiala
Vice President, Administration
Danze, Inc.
2500 Internationale Parkway
Woodridge, IL 60517
630-754-0101

Or via e-mail at policyadmin@danze.com.