

## **WARRANTY**

### **Products Subject to this Limited Warranty**

This Limited Warranty applies only to sinks manufactured and sold by Karran USA (the "Company") (the "Products").

### **Who is Entitled to this Limited Warranty**

The Company grants this Limited Warranty solely in favor of the original purchaser of the Products (the "Original Purchaser"), but to no other person or entity whatsoever. No person or entity, other than the Original Purchaser, shall have any right to assert any claim under this Limited Warranty, or otherwise, in connection with the Products. This Limited Warranty is personal to the Original Purchaser and may not be transferred by the Original Purchaser to any other person or entity, by contract, operation of law, transfer of the property into which the Products are installed, or otherwise.

### **Length of this Limited Warranty**

This Limited Warranty shall begin on the date the Products are installed into the original residential or commercial application and shall continue for a period of 25 years (such period of time, the "Warranty Period"), after which this Limited Warranty shall expire and be of no further force or effect. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.

### **What is Warranted**

Subject to the conditions and limitations set forth in this Limited Warranty, the Company warrants to the Original Purchaser that during the Warranty Period the Products will be free from manufacturing and design defects when used under normal conditions and maintained properly.

### **What the Company Will Do**

In the event that any Product fails to comply with this Limited Warranty, the Company will either repair or replace the defective Product at its cost. The Company shall elect the remedy in its sole and absolute discretion. In the event the Company elects to replace any defective Product, the Company may provide, at its option, up to \$300 to be credited towards the installation of another Product. If the Company determines the Product needs to be undermounted with a silicone bond or soft seam in a solid surface or stone countertop, the replacement Product may, at the option of the Company, be another Product part of the Undermount Series. If the Product needs replacement by seamless integration (hard seamed) into a laminate, solid surface, granite or quartz countertop, the replacement Product shall be the Company's Top Mount Sink.

THE FOREGOING DESCRIBES THE COMPANY'S SOLE LIABILITY, AND THE ORIGINAL PURCHASER'S SOLE REMEDY, FOR ANY BREACH OF WARRANTY IN RESPECT OF THE PRODUCTS.

### **How to Make a Claim**

To make a claim under this Limited Warranty, the Original Purchaser must notify the Company in writing of any claimed defect in a Product. Such notice must be given promptly following discovery of the claimed defect and in any event prior to the expiration of the applicable Warranty Period. The Original Purchaser must submit with such notice proof of purchase and proof of the date of purchase of the Product claimed to be defective. Notification shall be provided to: **Karran USA, Attention: CLAIMS, PO Box 667, Vincennes, IN 47591**

The Company shall then promptly inspect, by means of digital photography supplied by the customer, the claimed defect and if such examination does disclose a defect covered by this warranty, shall, within thirty (30) days after inspection replace or repair the defective Product (as it shall elect in its sole and absolute discretion), subject to the terms set forth above.

### **Limitations**

1. The Company shall not be liable under this Limited Warranty for any of the following:

- Defects in or failure of the Products caused by accidents, physical abuse or misuse of the Products.
- Defects in or failure of the Products caused by installation of the Products not in strict adherence with the written instructions of the Company.
- Defects in or failure of the Products caused by improper care or maintenance of the Products.
- Breakage of the Product that is not due to a defect in the manufacture of the Products.
- Any damage to the Products caused by impact of foreign objects, earthquake, or other acts of God or by fire, explosion or other casualty.
- Defects in, failure of, or damage to the Products caused by materials adjacent to the Products.
- Any damage due to or resulting from heat.
- Damage to the Products caused by alteration after completion of their installation by anyone who is not authorized by the Company in writing, whether such alteration be by structural additions, changes, replacements or by equipment installation.
- Changes in the Products due to gloss reduction, scratching, staining or alkaline etching of the finish over time due to use, cleaning practices or water conditions, all of which are not manufacturing defects but are indicative of normal wear and tear.

2. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY DAMAGE TO THE PROPERTY IN WHICH A PRODUCT IS INSTALLED, ITS CONTENTS OR ANY PERSON THEREIN. NO FIELD REPRESENTATIVE, DISTRIBUTOR OR DEALER OF THE COMPANY IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS LIMITED WARRANTY. SOME STATES MAY NOT ALLOW LIMITATIONS ON OR THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

The invalidity, illegality or unenforceability of any one or more provisions of this Limited Warranty shall in no way affect or impair the validity, legality or enforceability of the remaining provisions, which shall remain in full force and effect.

### **Legal Remedies**