



WARRANTIES FOR RESIDENTIAL AND COMMERCIAL USE

LIMITED WARRANTY FOR SPEAKMAN PRODUCTS

The acceptance Speakman Company (“Speakman”) of a purchase order for one or more Goods (defined in the subsequent paragraph) is conditioned on the assent of the Buyer (defined in the subsequent paragraph) to the terms and conditions contained in this Limited Warranty For Speakman Products (“Limited Warranty”), including any terms and conditions that are additional to or different from those stated or referenced in the applicable purchase order. Without limiting the manner in which the Buyer may manifest such assent, the Buyer’s acceptance of the Goods will constitute its assent to the terms and conditions contained in this Limited Warranty without modification. If the Speakman document or communication that contains or references this Limited Warranty is instead deemed an offer by Speakman to sell Goods, then acceptance of that offer by the Buyer is conditioned upon Buyer’s acceptance of the terms and conditions described in such offer, including the terms and conditions contained in this Limited Warranty, and Speakman hereby objects to any additional or different terms and conditions in the Buyer’s order, acceptance or other purchasing documents.

Speakman warrants that its SPEAKMAN brand goods listed in the table below (“Goods”) are warranted to: (i) conform to Speakman’s specifications at the time of manufacturing; and (ii) be free of defects in material and workmanship for the applicable warranty period provided below. Goods are only eligible for the Limited Warranty to the extent purchased from a SPEAKMAN authorized seller in the United States, and such Goods are properly installed, maintained and used under either normal commercial or residential conditions, as applicable. Speakman reserves the right to reject warranty claims for any Goods purchased from unauthorized sellers, including unauthorized internet sites. For the purpose of clarity, and notwithstanding anything herein to the contrary, the Limited Warranty as it applies to Goods purchased for commercial purposes is transferrable to subsequent purchasers of such Goods, but the Limited Warranty as it applies to Goods purchased for residential purposes is not transferrable by the applicable Buyer to a third party. In addition to the foregoing, SPEAKMAN Goods’ finishes have a limited warranty period of 25 years from the date of purchase, except for Oil Rubbed Bronze and Matte Black finishes, which have a limited warranty of 5 years from the date of purchase. Such finish limited warranty is not available if the finish is exposed to extreme use of cleaners containing abrasives and alcohol, extreme cleaning, extreme chemical use, or any damage due to misuse, abuse, accident or neglect and/or damage due to repair by an unauthorized service provider.

Buyer’s sole and exclusive remedy under this Limited Warranty for any Goods that may prove to be defective within the applicable warranty period shall be, at Speakman’s sole discretion, the repair or replacement of any defective Good. Speakman reserves the right to refund the purchase price of such a Good in the event that Speakman is unable to repair or replace such Good in a commercially practicable or timely manner.

All warranties are limited and are based on date of purchase unless noted otherwise below.

PRODUCT CATEGORY	RESIDENTIAL WARRANTY	COMMERCIAL WARRANTY
Bar, Bathroom, Laundry and Kitchen Faucets; Bathroom Accessories, Ceramic Disc and Faucet/Shower Valve Cartridges, Showering (Shower Heads, Trim Kits, Accessories)	Lifetime	Five years
Sensor Products (Flushometers, Metering Faucets, Soap Dispensers)	Five years+ +Electronics - one year Battery - no warranty	Five years+ +Electronics - one year Battery - no warranty
Perfect Ceramic Cartridges (used in Speakman Commander faucets)	25 years	25 years
Manual Soap Dispensers, Sump Pumps	Three years	Three years
Safety Products (Emergency Showers, Eyewash Stations, Eyewash and Faucet Combo Units)	Three years	Three years
Sinks, Toilets	Vitreous China - lifetime Toilet Seats/Mechanical Components - one year	Vitreous China - lifetime Toilet Seats/Mechanical Components - one year

*This limited warranty does not apply, and no Buyer shall have a right of reimbursement if the Good defect or resulting damage is caused by exposure to harmful, unauthorized, or unanticipated chemicals or substances or corrosive water conditions.

Purchasers of Goods who wish to make a warranty claim based upon the existence of a defect should contact the SPEAKMAN’S customer service team at customerservice@speakman.com, or (800) 537-2107.

When making a warranty claim, Buyer will be required to provide a copy of proof of purchase (for any residential Good), photos, and a description of the applicable defect. Speakman reserves the right to request the Good be mailed to Speakman, at Buyer’s sole cost and expense, for further review of the applicable defect.

DISCLAIMER. EXCEPT AS MAY BE OTHERWISE EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY, THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED AND SPEAKMAN MAKES NO OTHER WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE OR OTHERWISE. BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY SPEAKMAN, OR ANY OTHER PERSON ON ITS BEHALF, EXCEPT AS EXPRESSLY PROVIDED IN THIS LIMITED WARRANTY. LIMITATION OF LIABILITY. BUYER AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), IN NO EVENT SHALL SPEAKMAN’S LIABILITY TO BUYER UNDER THIS LIMITED WARRANTY OR OTHERWISE ARISING OUT OF THE SALE OF GOODS TO BUYER: (A) INCLUDE ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, ECONOMIC OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS OR REVENUES, DAMAGES ARISING OUT OF LOSS OF USE OR OTHER BUSINESS INTERRUPTION DAMAGES; OR (B) EXCEED THE AMOUNT PAID FOR THE APPLICABLE GOOD GIVING RISE TO THAT CLAIM OR CAUSE OF ACTION.

To the extent any Good is purchased by a Buyer who is an individual and such Good will be used by such Buyer (each, an “individual Buyer”), the following provisions shall apply notwithstanding any conflict with any other provision of this Limited Warranty:

This Limited Warranty is a voluntary manufacturer’s warranty, and it provides rights separate and in addition to any statutory rights that may be provided to Buyer by any consumer law, which may vary from state to state. If any Good is defective, an Individual Buyer has the right to choose whether to claim under this Limited Warranty or under applicable consumer rights laws, if any.

In some jurisdictions, Buyer may not limit the duration of an implied warranty, and as a result, any limitation set forth in this Limited Warranty may not apply.

DISPUTES AND GOVERNING LAW. Any dispute between Speakman and Buyer arising from this Limited Warranty, or the purchase, installation, maintenance or any other issues whatsoever related to any defect in the Goods (the “Dispute”) shall be resolved in a federal or state court located in St. Louis County, MO. This Limited Warranty and any dispute arising herefrom will be governed by the law of the State of Missouri, without regard to conflict of law rules.

If there are any questions about whether a seller is authorized to sell SPEAKMAN products, contact Speakman’s customer service team at the contact information above. If you would like a physical copy of this warranty, feel free to print this page.

SPEAKMAN®
customerservice@speakman.com
(800) 537-2107