

GROHE MANUFACTURER'S WARRANTY

I. The GROHE manufacturer's warranty

GROHE shall grant the end consumer the GROHE MANUFACTURER'S WARRANTY for a period of 5 years in accordance with the terms and conditions set forth below for all products supplied to the end consumer under the GROHE brand.

The end consumer means any natural person or legal entity that has purchased the product and does not intend to resell it and/or install it at a third party as part of their/its professional work.

The contractual or statutory rights of the end consumer as against the respective seller and the statutory rights of the end consumer as against the product's manufacturer shall not be affected by this warranty.

II. Warranty service

GROHE warrants that products under the GROHE brand that were manufactured for GROHE after 1st January 2004 shall be free and clear of material, manufacturing, design and functional defects. In assessing whether a product is defective, the technical standard as at the date of manufacture of the product shall be used as a basis. Any defects that occur shall be rectified by GROHE at its own expense by way of repair or replacement performed either by a qualified specialist fitter or a GROHE service employee, both at GROHE's discretion.

A defective product shall be exchanged by way of free delivery and installation of a new product of the same kind, same quality and same type. Should the defective product no longer be manufactured at the time of the warranty event, GROHE may deliver a similar product of the same or greater value or GROHE shall be entitled to refund a proportion of the original purchase price (up to 100%). Following the exchange, title of the defective product shall pass to GROHE.

GROHE shall assume the costs for any transport of the product in one direction.

III. Warranty period

The GROHE MANUFACTURER'S WARRANTY shall apply for a period of 5 years commencing from the date of purchase of the GROHE product by the end consumer. The warranty period shall not be extended by any repair work authorised by GROHE or exchange of the product or parts, nor shall it commence to run anew. The same shall apply if these warranty terms and conditions are enclosed with the replacement product.

IV. Warranty prerequisites

A prerequisite for a warranty claim shall be the submission of the original invoice with the purchase date and invoice number and must clearly indicate the name and address of the seller and the place of purchase. Moreover, claims under this warranty shall be valid only if the product is properly installed and mounted. This shall apply irrespective of whether installation is performed by a qualified specialist fitter or whether the end consumer installs and mounts the product them self/itself. In any event, the technical product information issued by GROHE and the technical data sheets must be complied with during installation of the product. In order to claim the GROHE MANUFACTURER'S WARRANTY the product must be duly and properly cleaned and cared for in accordance with the GROHE care instructions. The technical product information, the technical data sheets and the GROHE care instructions may be found in the sales packaging and on the GROHE website. In the event of questions concerning maintenance and care, employees of GROHE's service organisation will be happy to assist and can be contacted on 0871 200 3414.

The end consumer may claim warranty services only if notice of a defect arising is given prior to claiming of the warranty services. Notification must be given prior to expiry of the warranty term.

V. Exclusion of the Warranty

Claims may not be asserted under the warranty:

- If the product was not properly installed, cleaned, maintained or repaired according to valid Water Regulations and general good plumbing practise i.e. all supplies to have independent isolation valves, all materials to be approved for use in the UK, product accessible
- If the product is defective out of the box – in this case it must be returned to point of sale
- If Grohe's installation and aftercare instructions have not been followed
- If the defect is attributable to incorrect use or incorrect handling of the product
- If the product has been removed
- If the defect occurs due to missing or incorrect maintenance
- If spare parts other than original GROHE spare parts are used during repairs or maintenance of the product
- If the defect was caused by transport, installation or any trial operation of the product
- If the product is a display / ex display product
- If consumables (e.g. filters, filter cartridges, aerators or batteries) or material subject to wear and tear (such as seals or hoses) are affected
- If the defect was caused by a breakage of fragile parts (e.g. glass or light bulbs)
- If the defect occurs due to aggressive environmental influences such as chemicals, cleaning agents, lime scale or disruptions due to ice and/or lime
- If the defect is caused by specific environmental circumstances (e.g. excess or negative pressure in the line, excess voltage or under voltage on the line)
- If the defect is attributable to wilful or negligent damage to the product by the end consumer or a third party
- If in commercial situations there is no evidence of an annual maintenance programme; without this the guarantee is 1 year
- For damages caused by a defective product
- If the products were purchased on auction sites either consumer to consumer or second hand
- If missing parts or product defects are not reported within 30 days of purchase
- If the product is purchased outside of the UK or Ireland (for all non UK purchases all related warranty claims should be directed to the Grohe company in the country of origin)
- For additional costs incurred i.e. loss of earnings due to time taken off work, cost of phone calls
- For failure to pay any outstanding invoice for non-warranty calls

GROHE will review in each specific case and assess whether the warranty prerequisites have been met and whether there are any grounds for exclusion. If a warranty claim is approved and it emerges during an inspection of the product by GROHE that there was no defect or there is no warranty claim for one of the above reasons, GROHE reserve the right to pass on the cost of the service visit to the end consumer; currently a fee of £100.00 (inc. VAT) plus the cost of any spares.