

# **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 third parties as part of his/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 the products under the GROHE brand that were manufactured for GROHE after 1<sup>st</sup> 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.

Defects that occur shall be rectified by GROHE at its own expense by way of – at GROHE's discretion – repair or replacement of new products.

The repair or exchange of a new product shall – at GROHE's discretion – be performed either by a qualified specialist fitter or a GROHE service employee.

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 product of the same value or GROHE shall be entitled to refund the price of the defective portion of the goods in the event that such price shall already been paid. Following the exchange, title in the defective products shall pass to GROHE.

GROHE shall assume the costs for any transport of the product in either 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 shall be granted for a maximum period of 6 years from the date of manufacture of the product, subject to the period of 5 years commencing from the date of purchase.

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, which must clearly indicate the name and address of the seller and the place of purchase.

Moreover, claims under this warranty shall vest 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 himself/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.

Moreover, 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. In the event of questions concerning maintenance and care, employees of GROHE's service organisation will be happy to assist under the telephone number 0870 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, unless such notice is unreasonable in the relevant case. As a rule, the first contact person for notification in the context of the GROHE MANUFACTURER'S WARRANTY shall be the specialist fitter from whom the end consumer purchased the product, otherwise a customer service point authorised by GROHE or GROHE itself. In this respect a call to GROHE's service organisation shall be sufficient. Notification must be given within a reasonable period following discovery of the defect, and in any event 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;
- if the defect is attributable to incorrect use or incorrect handling of the product;
- 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 surface of the product has been scratched;
- 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 (e.g. chemicals and cleaning agents), limescale 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 undervoltage on the line); or
- if the defect is attributable to wilful or negligent damage to the product by the end consumer or a third party.

GROHE will review in each specific case whether the warranty prerequisites have been met and whether there are any grounds for exclusion. Should warranty claims be asserted and should it emerge during an inspection of the product by GROHE that there was no defect or there is no warranty claim for one of the aforementioned reasons, GROHE may charge a service fee of £ 80.00 plus VAT unless the end consumer proves that they could not have ascertained based on the circumstances that there was no warranty claim.

## **VI. Miscellaneous**

This warranty shall apply in the foregoing scope and subject to the foregoing prerequisites (including submission of proof of purchase even in the event of resale) for each future owner of the product.

This warranty shall be governed by the laws of the Federal Republic of Germany.

Düsseldorf, November 2010

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