

## **Manufacturer's Warranty**

### **5 years**

#### **The GROHE manufacturer's warranty**

GROHE shall grant warranty services to the end consumer in accordance with the terms and conditions set forth below for all products supplied to the end customer under the GROHE brand, which are tagged as products to which the "GROHE Manufacturer's Warranty 5 years" is applicable under [https://www.grohe.ee/et\\_ee/our-service/guarantee/guarantee.html](https://www.grohe.ee/et_ee/our-service/guarantee/guarantee.html)

End customer shall be every consumer purchasing the product.

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

#### **Warranty services**

GROHE warrants that products under the GROHE brand that were manufactured for GROHE after 1st September 2016 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, at GROHE's discretion, way of repair or delivery of new products.

Repair or replacement 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 type and same quality. 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. Following the replacement, title of the defective product shall pass to GROHE.

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

#### **Warranty period**

The GROHE Manufacturer's Warranty shall apply for a period of five years commencing from the date of purchase of the GROHE product by the end

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customer, however, in any case no longer than for a period of six years commencing from the date of production of the respective GROHE product.

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.

#### **Warranty prerequisites**

A prerequisite for a warranty claim shall be the submission of the original invoice with the purchase date and must clearly indicate the name and address of the seller and the place of purchase. The end customer is nevertheless entitled to furnish proof of the purchase and the purchase date by other means.

Moreover, claims under this warranty shall only be given if the product is properly installed, mounted and operated. The installation and operational instructions as well as the technical data sheet issued by GROHE always have, even during the installation, to be observed. This shall apply irrespective of whether installation is performed by a qualified specialist fitter or whether the end customer installs and mounts the product on its own.

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 and is operated in accordance with the operational 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 ([www.grohe.ee](http://www.grohe.ee)). 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 Tel.: +372 661 6354.

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 should be unreasonable in individual cases. Regularly the specialist fitter from whom the end customer has purchased the product will be the primary contact person for such notice, otherwise a customer service centre authorised by GROHE or GROHE itself. Calling the GROHE service organisation will in any case be sufficient. Notification must be given within a reasonable time after the defect has been discovered, however, in any case prior to the expiration of the warranty period.

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#### Exclusion of the warranty

Claims may in particular not be asserted under the warranty,

- If the product was not properly installed, cared, maintained or repaired,
- If the defect is attributable to incorrect operation 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 or installation of the product,
- If the surface has been scratched,
- If the product is a display / ex display product,
- If consumables (such as 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 (such as 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 willful or negligent damage to the product by the end customer or a third party.

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 asserted 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 is entitled to charge a service fee of EUR 11.90 (including 19% VAT); in such case, the customer additionally has to assume the costs for any transport of the product in one direction (costs of returning the product only has to be assumed by the customer in case GROHE is requested by the customer to return the product). In case the customer furnishes proof that due to the circumstances of his case he was not able to recognize that a warranty claim was not given, the service fee does not apply. If, however, the defect is – without a warranty claim being given – nonetheless rectified, the services rendered may be charged to the customer based on the incurred expenses (material, wages, travel expenses).

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