

# SAMUEL HEATH

## **Limited Consumer Warranty**

A "Limited Warranty" means Samuel Heath and Sons will provide free of charge, at its option, replacement part(s) or product (or a comparable alternative product) to replace those which have proven defective in materials or workmanship within the warranty period on that product or part as stated below.

### **Who is covered by this warranty**

This limited warranty extends to the original purchaser only; this warranty is non-transferrable. Samuel Heath and Sons neither assumes nor authorises any person to create for it any other obligations or liability in connection to this product.

### **Length of warranty**

If you are a consumer who purchased the product for use primarily for personal, family or household purposes, this limited warranty starts on the date of purchase; This limited warranty covers bathroom accessories and brassware components for a duration of ten years. If the products are used commercially this warranty becomes limited to a period of one year from the date the product is purchased.

Serviceable parts and thermostatic components are warranted for a period of one year from the initial date of delivery.

### **What is covered by this warranty**

This limited warranty covers only Samuel Heath and Sons manufactured products.

Samuel Heath and Sons will not assume liability for labour expended, freight cost or damages arising from the use of the material purchased from us. If material is defective, the limit of damage is the price of the defective material.

Samuel Heath and Sons will replace, at no charge, parts only or, at its option, any product that proves defective because of improper workmanship and/or material, under normal installation, use, service and maintenance. If Samuel Heath and Sons is unable to provide a replacement and repair is not practical or cannot be made, Samuel Heath and Sons may elect to refund the purchase price in exchange for the return of the product.

Proof of purchase (original sales receipt) from the original consumer purchaser must be made available to Samuel Heath and Sons for all warranty claims. The warranty is not transferable and is extended solely to the original purchaser of the product, so long as the product remains in its original installation.

### **What is not covered by this warranty**

This limited warranty does not apply to the replacement of components where damage is caused by:

- Normal wear and tear
- Excess mineral deposits from water
- Improper installation, maintenance, misuse, abuse, negligence, accident, or alteration.
- The use of abrasive, ammonia, bleach, alcohol, or caustic cleaning agents.
- The use of the product in any manner contrary to the product instructions.
- Excessive water pressure

This warranty does not apply to products which have been repaired, altered, or modified in any way by the original purchaser or any person other than Samuel Heath, unless previously authorised by Samuel Heath. Products sold "as is" and from store displays are also not covered by this warranty.

Use only non-silicone caulking adhesive or plumber's putty for installation. This limited warranty does not apply to the replacement of components damaged due to the use of lead based acidic curing adhesive or mastic when installing product. Silicone caulking may also degrade brass material. The use of Blue RTV silicone during installation will also void the limited warranty.

Gloss reduction, scratching, staining and alkaline etching of finishes over time, due to use, water, or atmospheric conditions, are not manufacturing defects but are indicative of normal wear and tear. Due to the harsh environment of sun, wind, rain, and snow, installing Samuel Heath products for outdoor use voids the warranty. Samuel Heath's external door hardware in chrome is warranted for one year from the date of purchase, subject to regular cleaning in accordance with our care instructions. Please note that pollution or salt in the air can damage any metal finish if it is not cleaned regularly. Other finishes are not warranted for outdoor use. To search for door hardware suitable for external use please go to <https://www.samuel-heath.com/us/products>

Samuel Heath and Sons will not be liable for any special, incidental, or consequential damages based on a breach of warranty, breach of contract, or negligence. Damages that Samuel Heath and Sons will not be responsible for include, but are not limited to, loss of savings or revenue; loss of profits; loss of revenue; loss of use of the product or any associated equipment, or cost of any substitute equipment, facilities, or services; cost of capital, downtime; the claims of third parties, including customers; and damages or injury to property.

Some states do not allow limitations on how long an implied warranty lasts and some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.