

KOHLER® India Bathroom Furniture Limited Warranty

KOHLER® India's Bathroom Furniture Products (Lavatory base unit, other storage units like tall/ side units) used in normal residential and non-residential commercial settings are warranted to be free of defects in the material and workmanship for the period of time set forth in the warranty coverage chart as detailed below, commencing from date of sale of Kohler India's Bathroom Furniture Products to the original purchaser ("warranty period").

Warranty Chart		
Products	Residential Use	Commercial Use
Vanity Cabinet Hardware (Functional) ¹	10-Year	2-Year
Vanity Cabinet Hardware (Surface Finish) ¹	1-Year	6-Months
Mirror and mirror cabinet: Electrical and electronic components. ²	3-Year	1.5-Year

¹ Hardware represents the sliders/hinges used in drawers/doors. Kohler Warranty on Hardware is subject to normal usage conditions. Any surface change of hardware due to overexposure to moisture, water, chemical solvents like Turpentine, chemical-based cleaning agents, or thinner and sharp tools shall not be covered under Kohler Warranty.

² Glass is a fragile item. Therefore, glass breakage, glass cracking and glass chipping is not covered under warranty. Please follow the handling and installation instructions carefully to protect the glass from damage.

During the warranty period, if (in the opinion of Kohler India) the defect is due to defects in the material or workmanship, Kohler India or its Authorized Service Franchisee/Representative will, at its sole option, repair or replace free of cost, any defective component or part of the product, subject to the terms and conditions described below:

- A. Kohler India or its Authorized Service Franchisee solely can service/repair the Product. This warranty is only effective if the proof of purchase (original sales receipt) is provided with all warranty claims or requests.
- B. This warranty does not include payment of or responsibility for any excise duty, central taxes, state taxes and octroi or other local taxes assessed to the parts supplied, replacement unit or repaired during the warranty period.
- C. This warranty is not valid and ineffective if the Products are not installed according to the instruction manual, the Product is found tampered/misused, any warranty norms are violated, the Customer is unable to produce proof of purchase at the time of service visit, the breakdown, when assessed by Kohler technical person, is not arising out of manufacturing defect, but due to external reason such as: frequent water contact, masonry, electrical, plumbing error, non-usage of product for more than 6 months, usage of abrasive cleaners, ammonia, bleach, acid, wax, alcohol, solvent or any other non-recommended items on product, or improper care and cleaning of the product.
- D. **EXCEPT AS SPECIFICALLY SET FORTH IN THIS WARRANTY ABOVE, KOHLER INDIA EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY GOODS BEING SOLD/TRANSFERRED OR LIABILITIES BEING ASSUMED BY THE PURCHASER, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF PRODUCT FITNESS IN RELATION TO UNINTERRUPTED OR ERROR-FREE OPERATION AFTER INSTALLATION. KOHLER INDIA AND/OR SELLER DISCLAIM ALL LIABILITY FOR SPECIAL, INCIDENTAL OR**

CONSEQUENTIAL DAMAGES.

- E. In addition to the above, warranty shall not be applicable for the following:
 - a. When the product is used beyond its intended usage. Vanities are meant to be mounted in a well-ventilated bathroom; any liquid that touches the surface of vanity must be wiped off.

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- b. Defects developed in surface finishes like Veneer, laminates, paint, melamine, membrane due to scratches or cracks that come from rough usage, and from natural wear and tear of the product.
- c. Any malfunctioning due to overloading in drawers/shelves.
- d. Changes due to climate conditions. Solid wood and veneer will expand and contract throughout the year and acclimatize to its surroundings. Hair line cracks in the grooves or slight movements in panels or joints are quite normal.
- e. Accessory trays used as organizers.
- F. Kohler India is not responsible for labor charges, installation or other incidental or consequential costs. Kohler India is not responsible or liable for any special or consequential damages due to the defective product, or due to defects of any component or part thereof. In no event shall the liability of Kohler India exceed the purchased price of the product.
- G. The service/repair of the warranty shall be provided only within the municipal limits of the town or city where the Branch Office of Kohler India or its Authorized Service Franchisee is located.
- H. If the Product is installed beyond the municipal limits of Kohler India's Branch Office/Authorized Service Franchisee locations, any and all costs and expenses incurred for repair/service of the Products in respect of a) to and from travel of service personnel and b) Transportation of the Product and/or spare parts and/or components from the location of Kohler India's branch office or Authorized Service Franchisee to customer's location and back shall be borne wholly and solely by the customer at the prevailing rates, and Kohler India shall not be liable for any damage caused to the Product in transit or delivery for repair.
- I. The warranty period will start from the date of invoice and shall automatically terminate upon the expiry of the warranty period even if the Product has not been installed after purchase or has not been in the use for any part or whole of the warranty period for any reason whatsoever.
- J. The warranty is offered against hardware problems like loosening of drawers or doors, misalignment of drawers or doors, etc. It is important to prevent water absorption to ensure the long life of the product. Therefore, please wipe off any liquid quickly that may accumulate on the wood.
- K. In the event of any repairs/replacement of any parts of the Product, this warranty shall thereafter continue and remain in force only for the unexpired period of the warranty. Any time consumed for the repair/replacement of parts including transit of the Product or its parts or any period during which the Product has not been used whether under warranty or otherwise shall not be excluded from the warranty period and no extension of the warranty period will be granted.
- L. In the event of non-availability of components or parts due to any reason whatsoever, neither Kohler India nor its Authorized Service Franchisee nor the Dealer will be responsible or liable for any delay that may be caused to service/repair of the Product. In the event that the same model or colour is not available for replacement, Kohler India or its Authorized Service Franchisee will replace the defective Product with the closest equivalent option.
- M. Kohler India may, at its discretion, retain any part or component replaced during the warranty period.
- N. For Bathroom Furniture products sold in India, only this Warranty document is applicable. Any reference to any other warranty document will not be considered.
- O. Improper handling of the Products automatically terminates and nullifies this warranty. This warranty does not cover problems arising from scratches, prints, termites or pests, chips or burns occurring after assembly; accidents or impact (for example, fallen objects); damage caused by water action or quality of water (hard water, scale build-up, corrosion, water absorption); leaks in supply or discharge pipes; insufficient ventilation or abnormal heat source; or deterioration resulting from foreign matter (sand, filings, etc.).

This is KOHLER INDIA's exclusive warranty. The decision of KOHLER INDIA regarding the warranty is final and binding. All disputes are subject to the exclusive jurisdiction of the courts of Gurgaon only.

