## Shower Door Enclosures Warranty Terms & Conditions

Kohler India Corporation Pvt. Ltd ("KOHLER India") shower door enclosures ("Product") are warranted to be free of defects in the material and workmanship for the period of 5 years, commencing from date of sale of Products to the original purchaser ("warranty period").

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

- 1. Kohler India or its Authorized Service Franchisee solely can service/repair the Product Kohler India and its Authorized Service Franchisee will repairs or replace the products under this warranty within a reasonable period of time, as determined by Kohler India or its Authorized Service Franchisee performing the repair or replacement. 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.
- 2. This warranty is only effective if proof of purchase (original sales receipt) is provided with all warranty claims or requests.
- 3. 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 or repaired during the warranty period.
- 4. This warranty 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 use for any part or whole of the warranty period for any reason whatsoever.
- 5. 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.
- 6. This warranty remains applicable only if the Product has at all times been used strictly in accordance with the terms of this warranty and has not been improperly or negligently handled. Reckless handling of the Products automatically terminates and nullifies this warranty. This warranty does not cover problems arising from excessive water impurities or improper care and cleaning. Guidelines for proper care and cleaning are mentioned below. Kohler is not responsible for labor charges, installation or other incidental or consequential costs. Kohler 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 purchase price of the Product. Improper care and cleaning will void the warranty.
- 7. 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 color is not available for replacement, Kohler India or its Authorized Service Franchisee will replace the defective Product with an equivalent model or color.
- 8. Kohler India may, at its discretion, retain any part or component replaced during the warranty period.
- 9. For Shower Enclosures sold in India, only this Warranty document is applicable. Any reference to any other warranty document will not be considered. This is Kohler India's exclusive written 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, Haryana only.
- 10. This Limited Warranty does not cover:
  - a. Claims for loss of use/inconveniences due to any damages caused by lightning, fire, flood, accident, negligence, or misuse.
  - b. Product that has been damaged due to installation, repairs, alteration or modification by unauthorised

service organizations or persons.

- 11. Clean Coat application provides the water to form as individual droplets on glass surface which enables cleaning of glass easier in comparison to normal glass. Recommended cleaning of glass surface with a soft cloth after every use.
- 12. Glass being a fragile item will not be covered under warranty.
- 13. Kohler India reserves the right to amend the terms and conditions if necessary.

## Care and cleaning guidelines

- Do not use commercially available cleaners on the glass surface. Commercially available cleaners typically have acidic content which deteriorates the Clean Coat life and performance.
- · Wipe glass surface only with water or mild soap solution and wipe with soft cloth.
- Use a soft, dampened sponge or cloth to clean. Never use abrasive material like a bristle brush or scouring pad.
- Clean hardware surfaces once a week with water and soft cloth. Do not use cleaners containing chloride. If used, rinse the surface immediately to prevent corrosion.
- Do not use oil or grease on the hinges, pivot and sliding rails.

This is Kohler India's exclusive written warranty.

## **LIMITATION OF WARRANTY:**

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.