

## Warranties and Claims

(a) Seller warrants that (i) the Products shall, when delivered, substantially comply with the Product descriptions and (ii) Seller shall convey good and marketable title to Purchaser and that the Products will be delivered free from any lawful lien, claim or encumbrance other than any lien arising hereunder.

(b) Purchaser shall within five (5) working days after the occurrence of the material defect give written notice to Seller of any claim that the Products do not conform with the terms of the order or have material defects which a casual inspection would disclose. If Purchaser fails to give such notice, the Products shall be deemed to conform with the terms of the order, and Purchaser shall be deemed to have accepted and shall pay for the Products in accordance with the terms of this order. Purchaser expressly waives any right Purchaser may have to revoke acceptance or claim a breach of warranty with respect to such obvious or material defects, a casual inspection should have disclosed after such five-day period.

(c) Duravit grants a guarantee period of 5 years for all sanitary ceramic, acrylic ware, solid surface and furniture and 3 year for SensoWash and 1 year for all parts to be free of any manufacturing defect that would have direct effect on the practical application of the item. Duravit grants a guarantee period of 1 year for all whirl systems, accessories and toilet seats, providing that the installation is carried out by a certified plumber and electrician. Certain variances and tolerances are characteristic of vitreous china products that are fired at high temperatures which are therefore acceptable. Duravit assumes no obligation other than the replacement of defective parts upon presentation along with proof of purchase to selling distributor. Duravit does not indemnify any related labor charges, removal and reinstallation expense, freight, postage or any incidental or consequential damages resulting from a defective product. This limited warranty is in lieu of our other warranties, implied or expressed. Some states do not allow the exclusion/limitation of incidental or consequential damages, therefore the above limitation may not apply to you. This limited warranty gives you specific legal rights and you may also have other rights which vary from state to state.

THIS WARRANTY SHALL APPLY ONLY IF THE PRODUCT HAS BEEN IN ACCORDANCE WITH THE DURAVIT OPERATING INSTRUCTIONS PROPERLY INSTALLED, USED AND SERVICED. ANY UNAUTHORIZED ALTERATION OR MODIFICATION OF THE PRODUCT WILL VOID THIS WARRANTY. SELLER SHALL NOT BE LIABLE FOR ANY CLAIMS RESULTING FROM MISUSE, NEGLIGENCE, MODIFICATION, ABUSE, IMPROPER OR FAULTY USE, IMPROPER PRODUCT APPLICATION OR STORAGE, NORMAL WEAR AND TEAR, FAILURE TO COMPLY WITH SELLER'S INSTRUCTIONS, IMPROPER FUNCTION OF ANY PARTS OR MATERIALS SUPPLIED BY PURCHASER, IMPROPER OR FAULTY MANUFACTURING DUE TO DEFECTIVE OR IMPROPER PARTS, MATERIALS OR DESIGNS AND BLUE PRINTS PROVIDED BY PURCHASER. SELLER SHALL FURTHER NOT BE LIABLE FOR ANY CLAIMS ARISING OUT OF AND RESULTING FROM DEFECTIVE AND FAULTY PARTS, COMPONENTS OR MATERIALS PROVIDED BY ANY THIRD PARTY TO SELLER AND SHALL ASSIGN ANY RELATED RIGHTS OR CLAIMS THAT SELLER HAS AGAINST SUCH THIRD PARTY TO PURCHASER. THE WARRANTIES SET FORTH HEREIN ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED. THE SALE IS MADE ON THE EXPRESS UNDERSTANDING THAT THERE IS NO IMPLIED WARRANTY THAT THE PRODUCTS SHALL BE FIT FOR ANY PARTICULAR PURPOSE. THE PURCHASER ACKNOWLEDGES THAT PURCHASER IS NOT RELYING ON SELLER'S SKILLS OR JUDGMENT

TO SELECT OR FURNISH PRODUCTS SUITABLE FOR ANY PARTICULAR PURPOSE OR JOB OR TO DETERMINE FEASIBILITY OF THE PRODUCTS FOR ANY PARTICULAR PURPOSE. FURTHER THE PURCHASER ACKNOWLEDGES THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION HEREIN. SELLER SHALL IN NO EVENT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES, AND DAMAGES ARISING OUT OF THE PURCHASE, UNLOADING, HANDLING, AND USE OF ANY PRODUCTS, ALL OF WHICH ARE WAIVED BY PURCHASER AND IN ANY EVENT, DAMAGES HEREUNDER SHALL BE LIMITED TO A MAXIMUM OF THE PURCHASE PRICE. THIS WARRANTY GIVES THE CONSUMER SPECIFIC LEGAL RIGHTS AND THE CONSUMER MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.