

## Faucets & Parts LIFETIME LIMITED WARRANTY

Moen® products have been manufactured under the highest standards of quality and workmanship. Moen warrants to the original consumer purchaser for as long as the original consumer purchaser owns their home (the "Warranty Period" for homeowners), that this faucet will be leak- and drip-free during normal use and all parts and finishes of this faucet will be free from defects in material and manufacturing workmanship. All other purchasers (including purchasers for industrial, commercial and business use) are warranted for a period of 5 years from the original date of purchase (the "Warranty Period" for non-homeowners).

If this faucet should ever develop a leak or drip during the Warranty Period, Moen will FREE OF CHARGE provide the parts necessary to put the faucet back in good working condition and will replace FREE OF CHARGE any part or finish that proves defective in material and manufacturing workmanship, under normal installation, use and service. Replacement parts may be obtained by calling 1-800-289-6636 (Canada 1-800-465-6130), or by writing to Moen Incorporated, 25300 Al Moen Drive, North Olmsted, OH 44070-8022. Proof of purchase (original sales receipt) from the original consumer purchaser must accompany all warranty claims. Defects or damage caused by the use of other than genuine Moen parts is not covered by this warranty. This warranty is applicable only to faucets purchased after December, 1995 and shall be effective from the date of purchase as shown on purchaser's receipt.

This warranty is extensive in that it covers replacement of all defective parts and finishes. However, damage due to installation error, product abuse, product misuse, or use of cleaners containing abrasives, alcohol or other organic solvents, whether performed by a contractor, service company, or yourself, are excluded from this warranty. Moen will not be responsible for labor charges and/or damage incurred in installation, repair or replacement, nor for any indirect, incidental or consequential damages, losses, injury or costs of any nature relating to this faucet. Except as provided by law, this warranty is in lieu of and excludes all other warranties, conditions and guarantees, whether expressed or implied, statutory or otherwise, including without restriction those of merchantability or of fitness for use.

Some states, provinces and nations do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state, province to province, nation to nation. Moen will advise you of the procedure to follow in making warranty claims. Simply write to Moen Incorporated using the address above. Explain the defect and include proof of purchase and your name, address, area code and telephone number.

Moen Incorporated 25300 Al Moen Drive North Olmsted, Ohio 44070-8022



## Faucets & Parts FIVE YEAR LIMITED WARRANTY

Moen products have been manufactured under the highest standards of quality and workmanship. Moen warrants to the original consumer purchaser and parts of this product to be free from defects in material and workmanship during normal use, for (5) years from date of purchase. A replacement for any defective part will be supplied free of charge for installation by you. Defects or damage caused by the use of other than genuine Moen parts are not covered by this warranty. This warranty shall be effective from the date of purchase as shown on the purchaser's receipt. Some states do not allow imitations on how long an implied warranty lasts, so the above limitation may not apply to you.

This warranty is valid for the original purchaser only and excludes product damage due to installation error, product abuse, or product misuse, whether performed by a contractor, service company, or yourself. Moen will not be responsible for labor charges, and/or damage incurred in installation, repair or replacement, nor for incidental or consequential damages.

Some states, provinces, and nations do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights which may vary from state to state, province to province, and nation to nation.

Moen Incorporated will advise you of the procedure to follow in making warranty claims. Simply write to Moen explaining the defect and include proof of purchase and your name, address and telephone number. The address is: Moen Incorporated, 25300 Al Moen Drive, North Olmsted, OH 44070-8022, or call our toll-free consumer Helpline: 1-800-289-6636.

In Canada, write to Moen, 2816 Bristol Circle, Oakville, Ontario L6H5S7 or call: Toronto: 905-829-3400; Rest of Canada: 1-800-465-6130, and ask for Product Service.

Moen Incorporated 25300 Al Moen Drive North Olmsted, Ohio 44070-8022



#### Faucets & Parts MOEN PARTS SERVICE KITS ONE YEAR LIMITED WARRANTY

Moen products have been manufactured under the highest standards of quality and workmanship. Moen warrants to the original consumer purchaser all parts of this product to be free from defects in material and workmanship during normal use, for (1) year from date of purchase. A replacement for any defective part will be supplied free of charge for installation by you. Defects or damage caused by the use of other than genuine Moen parts are not covered by this warranty. This warranty shall be effective from the date of purchase as shown on the purchaser's receipt. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

This warranty is valid for the original purchaser only and excludes product damage due to installation error, product abuse, or product misuse, whether performed by a contractor, service company, or yourself. Moen will not be responsible for labor charges, and/or damage incurred in installation, repair or replacement, nor for incidental or consequential damages.

Some states, provinces and nations do not allow the exclusion or limitation of incidental or consequential damages so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights which may vary from state to state, province to province, and nation to nation.

Moen Incorporated will advise you of the procedure to follow in making warranty claims. Simply write to Moen explaining the defect and include proof of purchase and your name, address and telephone number. The address is: Moen Incorporated, 25300 AI Moen Drive, North Olmsted, OH 44070-8022, or call our toll-free consumer Helpline: 1-800-289-6636.

In Canada, write to Moen, 2816 Bristol Circle, Oakville, Ontario L6H5S7 or call: Toronto: 905-829-3400; Rest of Canada: 1-800-465-6130, and ask for Product Service.



## Showerheads LIFETIME LIMITED WARRANTY

Moen products have been manufactured under the highest standards of quality and workmanship. Moen warrants to the original consumer purchaser who purchases this product for use in his or her own home, for as long as the original consumer purchaser owns that same home (the "Warranty Period" for homeowners), that this product will be free from defects in material and manufacturing workmanship during the coverage duration. All other purchasers (including, but not limited to purchasers for industrial, commercial and business use) are warranted for a period of 5 years from the original date of purchase (the "Warranty Period" for non-homeowners). Moen Incorporated will repair or replace the product free of charge, postage paid. Simply contact Moen at 1-800-BUY-MOEN for assistance.

#### Limitation of Liability and Exclusion of Damages:

OTHER THAN THE LIMITED LIFETIME WARRANTY STATED ABOVE, TO THE EXTENT PERMITTED BY LAW, MOEN DISCLAIMS ALL OTHER IMPLIED OR EXPRESS WARRANTIES, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. This warranty is your sole remedy and Moen shall not be liable for any damages, whether direct, incidental, special, consequential, exemplary, or otherwise, including lost revenues and lost profits, arising out of any theory or recovery, including statutory, contract or tort. Notwithstanding the term of any limited or implied warranty, or in the event that any limited warranty fails of its essential purpose, in no event will Moen's entire liability exceed the purchase price of this product. Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages so the above limitations or exclusions 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 and province to province.

#### Care and Cleaning:

Like anything of lasting quality, Moen products and accessories require a certain amount of periodic care to preserve their finish. Clean your new Moen product with a mild soap, rinse thoroughly with warm water, and dry with a clean, soft cloth. Never use cleaners containing abrasive cleansers, ammonia, bleach, acids, waxes, alcohol, or solvents for cleaning as they may damage the finish. Failure to comply with these cleaning instructions may void Moen's warranty.

Install this product with a certified backflow preventer, installed at the shower hose inlet, as required by the local plumbing code. Backflow preventer shall be installed per the manufacturer's installation instructions. Consult a plumbing professional for backflow preventers and the local plumbing code requirements. Third party certified to ASME A112.18.1/CSA B125.1 INS1294

Moen Incorporated 25300 Al Moen Drive North Olmsted, Ohio 44070-8022



## Showerheads SHOWERHEADS AND HANDHELDS WARRANTY

#### One Year Limited Warranty

Moen products have been manufactured under the highest standards of quality and workmanship. Moen warrants to the original consumer purchaser all parts of this product to be free from defects in material and workmanship during normal use, for (1) year from date of purchase. A replacement for any defective part will be supplied free of charge for installation by you. Defects or damage caused by the use of other than genuine Moen parts are not covered by this warranty. This warranty shall be effective from the date of purchase as shown on the purchaser's receipt. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

This warranty is valid for the original purchaser only and excludes product damage due to installation error, product abuse, or product misuse, whether performed by a contractor, service company, or yourself. Moen will not be responsible for labor charges, and/or damage incurred in installation, repair or replacement, nor for incidental or consequential damages.

Some states, provinces and nations do not allow the exclusion or limitation of incidental or consequential damages so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights which may vary from state to state, province to province, and nation to nation.

Moen Incorporated will advise you of the procedure to follow in making warranty claims. Simply write to Moen explaining the defect and include proof of purchase and your name, address and telephone number. The address is: Moen Incorporated, 25300 AI Moen Drive, North Olmsted, OH 44070-8022, or call our toll-free consumer Helpline: 1-800-289-6636.

In Canada, write to Moen, 2816 Bristol Circle, Oakville, Ontario L6H5S7 or call: Toronto: 905-829-3400; Rest of Canada: 1-800-465-6130, and ask for Product Service.



## Sinks LIFETIME LIMITED WARRANTY

Moen® products have been manufactured under the highest standards of quality and workmanship. Moen warrants to the original consumer purchaser for as long as the original consumer purchaser owns their home (the Warranty Period for homeowners), that this sink will be free from defects in materials and manufacturing workmanship.

This warranty is extensive in that it covers replacement of all defective parts. However, damage due to installation error, product abuse, product misuse, or use of cleaners not in compliance with included stainless steel sink cleaning recommendations instructions, whether performed by a contractor, service company, or yourself, are excluded from this warranty. Moen will not be responsible for labor charges and/or damage incurred in installation, repair or replacement, not for any indirect, incidental or consequential damages, losses, injury or costs of any nature relating to this faucet. Except as provided by law, this warranty is in lieu of and excludes all other warranties, conditions and guarantees, whether expressed or implied, statutory or otherwise, including without restriction those of merchantability or of fitness for use.

Some states, provinces and nations do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which vary from state to state, province to province, nation to nation. Moen will advise you of the procedure to follow in making warranty claims. Simply write to Moen Incorporated, 25300 Al Moen Drive, North Olmsted, OH 44070-8022. Explain the defect and include proof of purchase and your name, address, area code and telephone number.



## Sinks 5 YEAR LIMITED WARRANTY

Moen sinks have been manufactured under the highest standards of quality and workmanship. Moen warrants to the original consumer purchaser the Moen sink against defects in material and workmanship for a period of five (5) years from date of purchase. Any defective sink or mounting fasteners will be supplied FREE OF CHARGE for your replacement. We will not be responsible for any product damage due to installation error, product abuse, or product misuse, whether performed by a contractor, service company, or yourself.

Completion of the attached warranty card is not required in order to receive warranty coverage. This warranty does not include incidentals such as labor cost incurred for the installation of a replacement sink or consequential damages. Some states do not allow the exclusion or limitations of incidental or consequential damages, so the above limitation may not apply to you.

This warranty applies only to the consumer use of the product and any inquiries regarding warranty claims are to be directed to:

Moen Incorporated Attn: Consumer Services 25300 Al Moen Drive North Olmsted, Ohio 44070 1-800-BUY-MOEN

This warranty gives you specific legal rights and you may also have other rights which may vary from state to state.



## Sinks 10 YEAR LIMITED WARRANTY

Moen sinks have been manufactured under the highest standards of quality and workmanship. Moen warrants to the original consumer purchaser the Moen sink against defects in material and workmanship for a period of ten (10) years from date of purchase. Any defective sink or mounting fasteners will be supplied FREE OF CHARGE for your replacement. We will not be responsible for any product damage due to installation error, product abuse, or product misuse, whether performed by a contractor, service company, or yourself.

Completion of the attached warranty card is not required in order to receive warranty coverage. This warranty does not include incidentals such as labor cost incurred for the installation of a replacement sink or consequential damages. Some states do not allow the exclusion or limitations of incidental or consequential damages, so the above limitation may not apply to you.

This warranty applies only to the consumer use of the product and any inquiries regarding warranty claims are to be directed to:

Moen Incorporated Attn: Consumer Services 25300 Al Moen Drive North Olmsted, Ohio 44070 1-800-BUY-MOEN

This warranty gives you specific legal rights and you may also have other rights which may vary from state to state.



## Sinks 15 YEAR LIMITED WARRANTY

Moen sinks have been manufactured under the highest standards of quality and workmanship. Moen warrants to the original consumer purchaser the Moen sink against defects in material and workmanship for a period of fifteen (15) years from date of purchase. Any defective sink or mounting fasteners will be supplied FREE OF CHARGE for your replacement. We will not be responsible for any product damage due to installation error, product abuse, or product misuse, whether performed by a contractor, service company, or yourself.

Completion of the attached warranty card is not required in order to receive warranty coverage. This warranty does not include incidentals such as labor cost incurred for the installation of a replacement sink or consequential damages. Some states do not allow the exclusion or limitations of incidental or consequential damages, so the above limitation may not apply to you.

This warranty applies only to the consumer use of the product and any inquiries regarding warranty claims are to be directed to:

Moen Incorporated Attn: Consumer Services 25300 Al Moen Drive North Olmsted, Ohio 44070 1-800-BUY-MOEN

This warranty gives you specific legal rights and you may also have other rights which may vary from state to state.



#### 1. Identity and Types of Warranty Holders

i. Original Consumer Purchaser means the owner-of-record of a single-family residential owner-occupied dwelling in which the Product is initially installed (or, if installed by a builder/contractor/owner, the owner-of-record to whom the builder/contractor/owner first transfers the single-family dwelling), but only so long as such Purchaser owns the single-family dwelling where the Product was installed, and subject to the additional restrictions stated below.

ii. All others who do not fit within the definition of Original Consumer Purchaser, but who have purchased the Product, are considered an Original Commercial Purchaser, but only so long as such Purchaser owns the premises where the Product was installed, and subject to the additional restrictions stated below.

2. What is Covered by This Limited Warranty, and the Applicable Warranty Periods

Moen (Seller) warrants that the MotionSense® System (the Product) will be free from defects in materials and manufacturing workmanship. Moen warrants that the faucet will be leak-free and drip-free under normal use, and that the Product's control box (which houses the hydraulic system) and finish will be free from defects in material and manufacturing workmanship for: (1) the lifetime of the Original Consumer Purchaser; or (2) five years from the date of purchase for the Original Commercial Purchaser (but only so long as the Original Consumer/Commercial Purchaser continues to own the dwelling or premises). The warranty on all other components of the Product, including but not limited to the electronics box, spout and lenses, runs for: (1) five years from the date of purchase for an Original Consumer Purchaser; or (2) one year from date of purchase for an Original Commercial Purchaser (but only so long as the Original Consumer/Commercial Purchaser as the Original Consumer/Commercial Purchaser continues to own the date of purchase for an Original Consumer Purchaser; or (2) one year from date of purchase for an Original Commercial Purchaser (but only so long as the Original Consumer/Commercial Purchaser continues to own the dwelling or premises).

- 3. This Limited Warranty may not be transferred to subsequent owners of the dwelling or premises, or to any other person.
- 4. What This Limited Warranty Does Not Cover

This Limited Warranty covers only those workmanship and material non-conformities specified above, and does cover non-conformities or damages arising from any other cause, including without limitation, defects or damage due to the use of other than genuine Moen parts, due to installation error, product abuse, or product misuse or due to the use of cleaners containing abrasives, alcohol or other organic solvents.

#### 5. Buyer's Sole And Exclusive Remedy Under This Limited Warranty

In the event of a non-conformity in workmanship or materials in one or more components of the Product, Seller's sole obligation is, at its sole option, to repair or replace any non-conforming component, or refund the Product's purchase price. This is the warranty holder's sole and exclusive remedy for the Product under this Limited Warranty. By way of example but not limitation, the following costs and expenses are not covered by this Limited Warranty: (i) labor costs for the removal, reinstallation, or refinishing of the Product, or non conforming part thereof (or of building materials which must be removed, reinstalled or refinished in order to repair or replace the non-conforming Product); (ii) shipping and freight expenses required to return Product to Seller. Repaired or replaced components are individually warranted only under the same terms and for the remaining balance of the Limited Warranty period applicable to that component(s) which is/are repaired or replaced.

#### 6. DISCLAIMER OF WARRANTIES

THE FOREGOING LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT THAT ANY IMPLIED WARRANTIES MAY NONETHELESS EXIST BY OPERATION OF LAW, ANY SUCH WARRANTIES ARE LIMITED TO THE DURATION PROVIDED BY THAT LAW. SOME STATES/PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

#### 7. LIMITATION OF LIABILITY

SELLER'S SOLE LIABILITY UNDER THIS LIMITED WARRANTY SHALL BE REPLACEMENT OR REPAIR, OR REFUND OF THE PURCHASE PRICE AS SET FORTH ABOVE. IN NO EVENT, WILL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, LABOR, REMOVAL, REINSTALLATION, REFINISHING, LOSS OF USE OF THE PRODUCT, LOSS OF PROFITS, LOSS OF REVENUE, LOST GOODWILL, CLAIMS OF EMOTIONAL DISTRESS, OR CLAIMS OF WARRANTY HOLDERS CUSTOMERS, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY OR NEGLIGENCE) OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION 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, AND PROVINCE TO PROVINCE. EVEN IF THIS LIMITED WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL SELLER'S ENTIRE LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCT WARRANTED HEREUNDER, OR THE NON-CONFORMING PORTION THEREOF, WHICHEVER IS THE LESSER AMOUNT.

#### 8. Warranty Claims

To initiate a claim, call Moen at 800-289-6636 (800-465-6130 in Canada; 01-800-718-4345 in Mexico), or write Moen at Moen Incorporated, 25300 Al Moen Drive, North Olmsted, OH 44070-8022. Proof of purchase is required.



1. Components of the ioDigital<sup>™</sup> System ("the Product"):

"Housing" - The exterior finish of the interface which is exposed to the user, as well as any spout, showerhead, shower arm and flange, hand shower, slide bar, and body spray.

"Digital System" The interior valve system and controllers which include the electronic components of the wall mounted control(s) and any remote control devices.

- 2. Identity and Types of Warranty Holders
  - i. "Original Consumer Purchaser" means the owner-of-record of a single-family residential owner-occupied dwelling in which the Product is initially installed (or, if installed by a builder/contractor/owner, the owner-of-record to whom the builder/contractor/owner first transfers the single-family dwelling), but only so long as such Purchaser owns the single-family dwelling where the Product was installed, and subject to the additional restrictions stated below.
  - ii. All others who do no fit within the definition of "Original Consumer Purchaser," but who have purchased the Product, are considered an "Original Commercial Purchaser," but only so long as such Purchaser owns the premises where the Product was installed, and subject to the additional restrictions stated below.
- 3. What is Covered by This Limited Warranty, and the Applicable Warranty Periods
- Moen "(Seller") warrants that the Product will be free from defects in materials and manufacturing workmanship. The warranty on the Housing runs for the lifetime of the Original Consumer Purchaser, and runs for five years from the date of purchase for the Original Commercial Purchaser (but only so long as the Original Consumer/Commercial Purchaser continues to own the dwelling or premises). The warranty on the Digital System runs for five years from the date of purchase for an Original Consumer Purchaser, or for one year from date of purchase for an Original Commercial Purchaser (but only so long as the Original Consumer/Commercial Purchaser continues to own the dwelling or premises). This Limited Warranty may not be transferred to subsequent owners of the dwelling or premises, or to any other person.

#### 4. What This Limited Warranty Does Not Cover

This Limited Warranty covers only those workmanship and material non-conformities specified above, and does cover non-conformities or damages arising from any other cause, including without limitation, defects or damage due to the use of other than genuine Moen parts, due to installation error, product abuse, or product misuse or due to the use of cleaners containing abrasives, alcohol or other organic solvents.

- 5. Buyer's Sole And Exclusive Remedy Under This Limited Warranty
  - In the event of a non-conformity in workmanship or materials in one or more components of the Product, Seller's sole obligation is, at its sole option, to repair or replace any non-conforming component, or refund the Product's purchase price. This is the warranty holder's sole and exclusive remedy for the Product under this Limited Warranty. By way of example but not limitation, the following costs and expenses are not covered by this Limited Warranty: (i) labor costs for the removal, reinstallation, or refinishing of the Product, or non conforming part thereof (or of building materials which must be removed, reinstalled or refinished in order to repair or replace the non-conforming Product); (ii) shipping and freight expenses required to return Product to Seller. Repaired or replaced components are individually warranted only under the same terms and for the remaining balance of the Limited Warranty period applicable to that component(s) which is/are repaired or replaced.

#### 6. DISCLAIMER OF WARRANTIES

THE FOREGOING LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT THAT ANY IMPLIED WARRANTIES MAY NONETHELESS EXIST BY OPERATION OF LAW, ANY SUCH WARRANTIES ARE LIMITED TO THE DURATION PROVIDED BY THAT LAW. SOME STATES/PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

#### 7. LIMITATION OF LIABILITY

SELLER'S SOLE LIABILITY UNDER THIS LIMITED WARRANTY SHALL BE REPLACEMENT OR REPAIR, OR REFUND OF THE PURCHASE PRICE AS SET FORTH ABOVE. IN NO EVENT, WILL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, LABOR, REMOVAL, REINSTALLATION, REFINISHING, LOSS OF USE OF THE PRODUCT, LOSS OF PROFITS, LOSS OF REVENUE, LOST GOODWILL, CLAIMS OF EMOTIONAL DISTRESS, OR CLAIMS OF WARRANTY HOLDERS' CUSTOMERS, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY OR NEGLIGENCE) OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION 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, AND PROVINCE TO PROVINCE. EVEN IF THIS LIMITED WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL SELLER'S ENTIRE LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCT WARRANTED HEREUNDER, OR THE NON-CONFORMING PORTION THEREOF, WHICHEVER IS THE LESSER AMOUNT.

#### 8. Warranty Claims

To initiate a claim, call Moen at 800-289-6636 (800-465-6130 in Canada; 01-800-718-4345 in Mexico), or write Moen at Moen Incorporated, 25300 Al Moen Drive, North Olmsted, OH 44070-8022. Proof of purchase is required.



# Garbage Disposals LIMITED WARRANTY AND IN-HOME SERVICE

WHAT THIS LIMITED WARRANTY COVERS: If this Food Waste Disposer ("Product") or any part of the Product fails at any time during its "Warranty Period" stated below due to defects in material or workmanship, Moen Incorporated ("Moen") warrants to the original "Residential Consumer" that Moen will repair or replace the Product or part in the Residential Consumer's home located in the United States or Canada, free of charge, or if Moen determines in its sole discretion that this remedy is not feasible, Moen will refund the Residential Consumer's original purchase price of the Product or provide a credit towards another Moen garbage disposer. This warranty is not transferrable to subsequent owners of the residence.

The original "Residential Consumer" means a person who owns and occupies their USA or Canadian home at the time the Product is initially installed, or who is the first purchaser and occupant of that home from a builder/contractor/developer, or who resides in a living unit in a USA or Canadian multi-resident facility (such as a town home, duplex, apartment, condominium, or cooperative) when the Product is first installed and is responsible for the cost of the Product purchase and maintenance.

Product SKU Number (located at bottom of Product)	Horsepower (HP) (located at bottom of Product)	Warranty Period Duration for Residential Consumers (duration in Years) (measured from Product purchase date)
GXL1000c	1	10
GX100c	1	7
GX75c	0.75	6
GXS75c	0.75	7
GX50c	0.5	4
GXP50c	0.5	3
GXP33c	0.33	2

Commercial/Multi-Resident Warranty Holders - 1 Year Duration. If the Product is installed under conditions in which no one qualifies as a "Residential Consumer" as defined above, then the warranty holder is the owner of the dwelling or building in which the Product has been installed at the time of installation ("Commercial/Multi-Resident Warranty Holder"). For example, this includes owners of commercial or investment buildings, or multi-resident premises in which the occupant is not responsible (other than through periodic fees/other assessments) for Product replacement whether or not the occupant owns the residential dwelling unit in the premises (as by example, certain condominiums, town homes, duplexes, apartments, cooperatives). Except for the warranty duration, the Product is warranted on the same terms and conditions, including but not limited to In-Home Service, as stated in this Limited Warranty.

WHAT THIS LIMITED WARRANTY DOES NOT COVER: This limited warranty does not include Product non-conformities or damages or losses attributable to or arising from:

- Accidents; abuse; misuse; negligence; lack of or improper cleaning or maintenance; damage from incorrect
  installation or mounting (other than by a Moen authorized service) such as electrical connections due to improper
  installation, leaks at the sink flange, dishwasher inlet or discharge elbow, or damage from excessive torqueing
  of manufacturer's screws; any operation inconsistent with Moen's recommendations and instructions that are
  generally available in Moen's Product Owner's Guide or on the Moen website at www.moen.com. NOTE: to reduce
  the risk of damage to the Products and personal injury, do not put into the Product items such as large whole
  bones, clams or oyster shells, whole corn husks, glass, china, plastic, metal such as bottle caps, tin, aluminum
  foil, utensils, hot grease, or other hot liquids. READ MOEN INSTALLATION AND USE INSTRUCTIONS CAREFULLY
  BEFORE INSTALLATION AND USE. AND NOTE further: D0 NOT attempt to lubricate your Product. And NEVER put
  lye or caustic chemical drain cleaners into the Product as they are considered improper maintenance and may cause
  corrosion of metal parts which damage will be detectable and not covered by this warranty.
- Excessive wear beyond normal wear and tear from private household use; damage from fire, flood, or other acts of God.
- Outdoor installations or use with yard or planting debris or soil.

- Repair or replacement service performed by other than by a Moen authorized service professional.
- Removal of any other materials (such as sinks, counters, tiles, flooring or other plumbing fixtures), reinstallation, refinishing, or additional labor if and to the extent required or provided by Moen's authorized service professional in order to repair or replace the Product or part under warranty.
- Installations in commercial, industrial, or investment property, or in multi-resident facilities except to individuals who qualify as Residential Consumers as defined above.
- Installations anywhere other than the United States and Canada.
- CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, TEMPORARY/PERMANENT RELOCATION OF RESIDENCE OR PROPERTY, EMOTIONAL DISTRESS, LOSS OF USE, INCONVENIENCE, CLAIMS OF THIRD PARTIES FOR DAMAGES, LOST REVENUES AND LOST PROFITS, ARISING OUT OF ANY THEORY OF RECOVERY, INCLUDING STATUTORY, CONTRACT OR TORT.
- THIS LIMITED WARRANTY IS IN LIEU OF AND EXLUDES ALL OTHER WARRANTIES NOT SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PUPROSE. TO THE EXTENT PERMITTED BY LAW, MOEN DISCLAIMS ALL OTHER IMPLIED OR EXPRESS WARRANTIES INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT THAT ANY IMPLIED WARRANTIES MAY NONETHELESS EXIST BY OPERATION OF LAW, SUCH WARRANTIES ARE LIMITED TO THE DURATION PROVIDED BY LAW.

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