

## ***LIMITED WARRANTY ON VITREOUS CHINA PRODUCTS***

Gerber Plumbing Fixtures LLC (“Gerber”) warrants to the original consumer purchaser of this product that the vitreous china for all products will be free from defects in material and workmanship under intended use for as long as it is owned by the original consumer purchaser, or for commercial users, for five (5) years from the date of purchase.

Gerber warrants to the original consumer purchaser that all parts and components of Ultra Flush® products, Avalanche® products, and Suites, except toilet seats, will be free from defects in material and workmanship under reasonable use for a period of ten (10) years from the date of original purchase, or for commercial users, for one (1) year from the date of purchase. This warranty applies to Ultra Flush products if purchased on or after November 1, 2004, and Avalanche products if purchased on or after January 1, 2014.

Gerber warrants to the original consumer purchaser and commercial users that all parts and components of Maxwell® SE products, except toilet seats, will be free from defects in material and workmanship under reasonable use for a period of one (1) year from the date of original purchase.

Gerber warrants to the original consumer purchaser that all parts and components of all other vitreous china products not mentioned, except toilet seats, will be free from defects in material and workmanship under reasonable use for a period of five (5) years from the date of original purchase, or for commercial users, for one (1) year from the date of purchase.

Toilet seats are warranted to the original consumer purchaser to be free from defects in material and workmanship for one (1) year from the date of purchase.

Gerber will repair or replace any product or parts thereof that proves, upon inspection by Gerber, to be defective in material or workmanship during the above stated periods of warranty coverage. If replacement of the original part is not practical, Gerber may elect to replace with an equivalent part or refund the purchase price in exchange for the return of the product. **These are your exclusive remedies.**

Gerber will not be liable for any labor, shipping, freight, or any other costs or charges incurred in connection with removal or replacement of the product or otherwise acting upon the above warranties, or for any costs associated with repair or replacement of any other personal property, building or installation materials. Installation or use of the product not in accordance with product instructions or improper use, abuse or neglect of, or accident to the product, or moving the product from the location of its original installation will void the above warranties.

**Use of in-tank bowl cleaners will void the warranty.** Damage to the finish or performance of any components caused by the use of cleaning solvents/chemicals or improper cleaning methods, including in-tank bowl cleaners, will void the above warranties.

TO THE EXTENT PERMITTED BY LAW, ANY IMPLIED WARRANTY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, IS LIMITED TO THE STATUTORY PERIOD OR THE DURATION OF THIS WARRANTY, WHICHEVER IS SHORTER. Some states/provinces do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you.

GERBER PLUMBING FIXTURES LLC SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LABOR CHARGES TO REPAIR, REPLACE, INSTALL OR REMOVE THIS PRODUCT), WHETHER ARISING OUT OF BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, TORT, OR OTHERWISE. GERBER PLUMBING FIXTURES LLC SHALL NOT BE LIABLE FOR ANY DAMAGE TO THE TOILET RESULTING FROM REASONABLE WEAR AND TEAR, MISUSE, ABUSE, NEGLIGENCE OR IMPROPER OR INCORRECTLY PERFORMED INSTALLATION, MAINTENANCE OR REPAIR, INCLUDING FAILURE TO FOLLOW THE APPLICABLE INSTALLATION, CARE AND CLEANING INSTRUCTIONS. Some states/provinces do not allow the exclusion or limitation of special, incidental or consequential damages, so these limitations and exclusions may not apply to you.

The above warranties give you specific legal rights, and you may also have other rights which vary from state to state.

To obtain warranty service, contact your local dealer and/or contractor from whom you purchased this product or contact Gerber Plumbing Fixtures LLC, 2500 Internationale Parkway, Woodridge, IL 60517. Proof of purchase (original sales receipt or invoice) from the original purchaser must be provided to Gerber Plumbing Fixtures LLC for all warranty claims. This warranty applies only to Gerber Plumbing Fixtures LLC vitreous china products installed in North America.

For warranty issues related to Eco Flush, contact WDI at 1-800-391-9821. For warranty issues related to Flushmate®, please contact Sloan Flushmate® at 800-533-3450.

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