

Effective: July 1, 2017

Limited Warranty

What Is Covered Under The Limited Warranty

Subject to the terms, conditions, limitations and exclusions of this limited warranty, the Flushmate division of Sloan Valve Company (“**Flushmate**”) warrants to the end-user owner, as further defined herein, that the Flushmate Pressure-Assist System (“**Flushmate System**”) will be free from defects in material and/or workmanship for a period described below:

Original Equipment Flushmate System	10 years
Replacement Flushmate System	5 years
Replacement Parts or Accessories	1 year

The warranty period begins on the original date of purchase (“**Purchase Date**”). In the absence of proof of the Purchase Date, the warranty period begins on the manufacture date (“**Manufacture Date**”).

For Original Equipment and Replacement Flushmate Systems, the Manufacture Date is located in the Flushmate System's date-coded serial number, which is printed on the label on top of the Flushmate System. The first six numerals of the Flushmate System's serial number show the Manufacture Date by month (first two numerals), day (second two numerals) and year (last two numerals). For further information regarding the location of the Manufacture Date, you may reference the user manual (“**User Manual**”) that was supplied with your Flushmate System, which is also available at www.flushmate.com. If, during the limited warranty period, the Flushmate System is found to be defective in material and/or workmanship, Flushmate will, at its sole option: (1) replace the defective Flushmate System component(s); or (2) if necessary, replace the entire Flushmate System.

Who Is Covered Under The Limited Warranty

This Limited Warranty is provided solely to the end-user owner of the Flushmate System (“**You**” or “**Your**”).

Limitation Of Implied Warranties

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY IMPLIED WARRANTIES ON THE FLUSHMATE SYSTEM, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE SAME DURATION AS THE EXPRESS LIMITED WARRANTY PERIOD STATED HEREIN.

Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to You.

Limitation Of Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FLUSHMATE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS OR PROFITS, INJURY OR DAMAGE TO PROPERTY OR PERSONS, YOUR INABILITY OR ANY OTHER PERSON'S INABILITY TO USE THE FLUSHMATE SYSTEM OR ANY LABOR OR OTHER COSTS OR EXPENSES INCURRED IN CONNECTION WITH REPLACING THE FLUSHMATE SYSTEM, ITS COMPONENT(S) OR THE TOILET FIXTURE CONTAINING THE FLUSHMATE SYSTEM, WHETHER FOR BREACH OF WARRANTY, BREACH OF CONTRACT, TORT OR OTHERWISE). TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FLUSHMATE BE LIABLE FOR DAMAGES RESULTING FROM IMPROPER OR INCORRECT INSTALLATION, OPERATION, MAINTENANCE, USE, REPAIR OR REPLACEMENT OF THE FLUSHMATE SYSTEM, ITS COMPONENT(S) OR THE TOILET FIXTURE CONTAINING THE FLUSHMATE SYSTEM, OR FOR DAMAGES CAUSED BY ALTERATION, MODIFICATION, MISUSE OR ABUSE OF, OR NEGLIGENCE OR CARELESS HANDLING WITH RESPECT TO, THE FLUSHMATE SYSTEM, ITS COMPONENT(S) OR THE TOILET FIXTURE CONTAINING THE FLUSHMATE SYSTEM. IN NO EVENT SHALL THE LIABILITY OF FLUSHMATE EXCEED THE COST OF A REPLACEMENT FLUSHMATE SYSTEM.

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.

Limitation Of Express Warranties

THIS LIMITED WARRANTY SETS FORTH THE ENTIRE AGREEMENT BY FLUSHMATE REGARDING ITS LIABILITIES AND OBLIGATIONS WITH RESPECT TO THE FLUSHMATE SYSTEM. THERE ARE NO PROMISES, REPRESENTATIONS, WARRANTIES, COVENANTS, AGREEMENTS, UNDERTAKINGS OR GUARANTEES WITH RESPECT TO THE FLUSHMATE SYSTEM OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN. NO ORAL OR WRITTEN ADVICE, RECOMMENDATION, AFFIRMATION OF FACT, DESCRIPTION OF GOODS OR SPECIFICATION RELATING TO THE FLUSHMATE SYSTEM SHALL CONSTITUTE, OR BE DEEMED TO CONSTITUTE, A WARRANTY WITH RESPECT TO THE FLUSHMATE SYSTEM. EXCEPT FOR THIS EXPRESS LIMITED WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FLUSHMATE DOES NOT MAKE ANY OTHER WARRANTY FOR THE FLUSHMATE SYSTEM.

Duration Of The Limited Warranty

Original Equipment Flushmate System

The duration of the Limited Warranty is 10 years from the Purchase Date. If You are unable to provide proof of the Purchase Date, the duration of the Limited Warranty is 10 years from the Manufacture Date.

Replacement Flushmate System

The duration of the Limited Warranty is 5 years from the Purchase Date. If You are unable to provide proof of the Purchase Date, the duration of the Limited Warranty is 5 years from the Manufacture Date.

Replacement Parts or Accessories

Replacement Part(s) are identified as, but not limited to, the Lower Supply, Upper Supply, and Flush Valve Cartridge. The duration of the Limited Warranty is 1 year from the Purchase Date. If You are unable to provide proof of the Purchase Date, the duration of the Limited Warranty is 1 year from the date of shipment, per Flushmate records, at its sole discretion.

Accessories are identified as, but not limited to Intelli-flush Systems, Handle Replacement Kits, Handles and Trip Levers. The duration of the Limited Warranty is 1 year from the Purchase Date. If You are unable to provide proof of the Purchase Date, the duration of the Limited Warranty is 1 year from the date of shipment, per Flushmate records, at its sole discretion.

Conditions, Limitations And Exclusions

1. This Limited Warranty does not cover any Flushmate System if the Flushmate System is not installed, operated, maintained and used in accordance with the User Manual. It is an express condition of this Limited Warranty that You install, operate, maintain and use the Flushmate System according to the User Manual. ACCORDINGLY, THIS LIMITED WARRANTY IS VOID AND FLUSHMATE SHALL NOT HAVE ANY RESPONSIBILITY OR LIABILITY UNDER THIS LIMITED WARRANTY IF THE FLUSHMATE SYSTEM IS NOT INSTALLED, OPERATED, MAINTAINED AND USED IN ACCORDANCE WITH THE USER MANUAL.
2. This Limited Warranty does not cover any Flushmate System if the Flushmate System is subject to water supply line pressures greater or less than those specified in the User Manual.
3. This Limited Warranty does not cover any Flushmate System if the Flushmate System has been altered, modified, misused, abused, neglected or handled carelessly. By way of example and not by limitation, the following constitutes alteration, modification, misuse, abuse, neglect and/or careless handling of the Flushmate System and will void this Limited Warranty: (i) use of a non-potable water supply or a hot/tempered water supply; (ii) use of petroleum based lubricants or cleaning products containing chlorine (i.e. household bleach, drop-in blocks or tablets, or disinfectants) that are applied or inserted into the toilet tank and/or the Flushmate System; and (iii) putting antifreeze or any other chemical agents in the toilet tank or in the Flushmate System. By further way of example and not by limitation, removal or damage to the serial number label constitutes alteration, modification, misuse, abuse, neglect and/or careless handling of the Flushmate System and will void this Limited Warranty.

4. This Limited Warranty does not cover any Flushmate System if the Flushmate System and/or its component(s) is/are repaired or replaced improperly or incorrectly. While Flushmate does not require that You use its parts or accessories in order to obtain Limited Warranty coverage, Flushmate recommends that You use parts or accessories that are recommended by Flushmate. It is an express condition of this Limited Warranty that the Flushmate System and its component(s) be repaired or replaced properly and correctly. ACCORDINGLY, THIS LIMITED WARRANTY IS VOID AND FLUSHMATE SHALL NOT HAVE ANY RESPONSIBILITY OR LIABILITY UNDER THIS LIMITED WARRANTY IF THE FLUSHMATE SYSTEM, AND/OR ITS COMPONENT(S), IS/ARE REPAIRED OR REPLACED IMPROPERLY OR INCORRECTLY.

5. This Limited Warranty does not cover any problems which result from conditions beyond Flushmate's control including, but not limited to, acts of God (such as floods, earthquakes, hurricanes, tornados, volcanoes and volcanic ash, lightning, windstorm, hail or fires), improper or incorrect installation, operation, maintenance, use, repair or replacement of the Flushmate System, alteration, modification, misuse, abuse, neglect or careless handling of the Flushmate System, problems related to the public and/or private water supply including, but not limited to, water quality and chemical content, end-user plumbing configurations, government restrictions, domestic or international problems such as wars, insurrections, strikes, explosions, riots, civil disturbances and/or labor disputes or any other causes beyond Flushmate's control.

6. This Limited Warranty applies only to the Flushmate System. Nothing contained herein constitutes a warranty by Flushmate on any fixture, plumbing device or configuration, part, accessory or any other device, item or product other than the Flushmate System. Flushmate accepts no responsibility for the failure, or any damage resulting from the failure, of any fixture, plumbing device or configuration, part, accessory or any other device, item or product that Flushmate does not sell.

What The Purchaser Must Do To Get Limited Warranty Service

To make a claim under this Limited Warranty, You must contact Flushmate within 30 days of discovery of the defect in material and/or workmanship giving rise to the claim by one of the following methods: (1) call Flushmate's Customer Service Department at 800-533-3460 (toll-free) or at 248-491-7070; (2) write Flushmate at Flushmate, Attn: Warranty Submission, 30075 Research Drive, New Hudson, Michigan, 48165-8548; or (3) email Flushmate at warrantyinfo@flushmate.com. You must provide Flushmate with: (a) a full description of the defect in material and/or workmanship; (b) the Flushmate System's serial number; and (c) valid proof of the Purchase Date (which can include, without limitation, originals or photocopies of the following documents if they reflect the Purchase Date: the purchase receipt, a new Flushmate System installation work order or a credit card statement). If you do not have valid proof of the Purchase Date, the Limited Warranty period will be 10 years from the Manufacture Date for Original Equipment Flushmate Systems and 5 years from Manufacture Date for Replacement Flushmate Systems and 1 year from the date of shipment for Replacement Part(s), as stated herein. Flushmate shall then have a reasonable opportunity to investigate the claim prior to determining whether relief is available under this Limited Warranty. Such investigation shall include evaluation of the claimed defect(s) in material and/or workmanship, either via telephone, via electronic mail, or by physical evaluation of the Flushmate System at Flushmate or at the location of Your Flushmate System. If a physical evaluation of the Flushmate System is necessary, Flushmate will cover the costs of the physical evaluation (though Flushmate will pay only for normal (non-expedited) shipping costs) and Flushmate will provide You with all other necessary details.

During its investigation, Flushmate may request additional information from You in order to determine whether the conditions set forth in this Limited Warranty have been satisfied and whether any limitations or exclusions apply. You must respond promptly to Flushmate's requests for such additional information. Flushmate will not be required to provide relief pursuant to this Limited Warranty without being given a reasonable opportunity to investigate the claim.

What Flushmate Will Do Under The Limited Warranty

If, after investigating a claim made under this Limited Warranty, Flushmate determines that the Flushmate System contains a defect in material and/or workmanship and that the claim under this Limited Warranty is valid, Flushmate will, at its sole option under this Limited Warranty: (1) replace the defective Flushmate System component(s); or (2) if necessary, replace the entire Flushmate System. This is the sole remedy available under this Limited Warranty. The Limited Warranty applicable to any replacement Flushmate System will extend only for the time remaining under this Limited Warranty. If shipment of any goods under this Limited Warranty is necessary, Flushmate will be responsible for normal (non-expedited) shipping costs. To the extent that You seek expedited shipment of goods under this Limited Warranty, the expedited shipping costs will be Your responsibility and Flushmate will not cover those costs.

IN NO EVENT SHALL THE LIABILITY OF FLUSHMATE EXCEED THE COST OF A REPLACEMENT FLUSHMATE SYSTEM.

What Flushmate Will Not Do Under The Limited Warranty

To the maximum extent permitted by applicable law, Flushmate will not pay for any labor, expedited shipping costs or any other incidental charges (other than normal (non-expedited) shipping costs) incurred in connection with the replacement of the Flushmate System or its component(s) under this Limited Warranty. Those costs, along with any additional costs and expenses beyond the cost of a replacement Flushmate System, shall be Your sole responsibility and are excluded from coverage under this Limited Warranty.

Flushmate System Registration

Product registration allows Flushmate to deliver product information to You. To register Your Flushmate System, You may:

- 1) return the product registration card to Flushmate, 30075 Research Drive, New Hudson, Michigan, 48165-8548;
- 2) register the Flushmate System online at www.flushmate.com; or
- 3) register the Flushmate System by calling 800-533-3460 (toll-free) or 248-446-5300.

Although Flushmate encourages end-users to register their Flushmate Systems, failure to register the Flushmate System will not diminish Your Limited Warranty rights.

Entire Agreement

This Limited Warranty is the entire agreement between You and Flushmate and contains the only warranty extended by Flushmate for the Flushmate System. No employee or agent of Flushmate or any other party is authorized to make any other warranty in addition to this Limited Warranty.

How State Law Relates To This Limited Warranty

This Limited Warranty gives You specific legal rights, and You may also have other rights which vary from State to State.