# LIMITED WARRANTY

Ginger warrants to the original consumer residential purchaser ("Original Purchaser") that if an accessory product in its Ginger® line of products ("Product") is confirmed upon inspection to be defective in materials or workmanship during the warranty periods described below, Ginger will, at its option, either repair or replace the Product with a similar current model of the Product. If repair or replacement is not commercially practical or cannot be made in a timely manner, then Ginger will provide a refund for the Product.

# Warranty Periods and Coverage Product Finishes

PVD and Polished Chrome (26) finishes on Products other than shower rods are warranted as long as the Original Purchaser owns their home. All other metal finishes on Products other than shower rods are warranted for ten (10) years from date of purchase by the Original Purchaser. Shower rods, porcelain parts and glass parts have no finish warranty

### **Functionality**

All Product parts except lights, lotion pump mechanisms, porcelain parts or glass parts are warranted for 10 (ten) years from date of purchase by the Original Purchaser. Lights have no functional warranty. Lotion pump mechanisms are warranted for one (1) year from date of purchase by the Original Purchaser. Shower rods, porcelain parts and glass parts have no functional warranty.

#### **Exclusions from Coverage**

This Warranty does not cover labor charges or associated costs for, or damages occurring during the removal, transportation, return or installation of Products or replacement Products.

This Warranty does not cover damage or defects due to normal wear and tear, misuse, abuse, hard water, improper storage, improper handling, improper maintenance\*, improper installation\*\* or uses other than normal household usage\*\*\*. This Warranty is not transferable.

#### **Limitations on Remedies**

In no event will Ginger be liable for incidental or consequential damages (such as labor charges), whether based on breach of express or implied warranty, breach of contract, negligence, strict liability or any other legal theory. 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. Any implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, are limited to the duration of this written warranty. Some states do not allow limitations on how long an implied warranty may last, so the above limitation may not apply to you.

# **Warranty Service**

To obtain service under this Warranty, please contact your Product dealer. If you are unable to locate your dealer, please call 800-842-4872 or access the Ginger website at www.gingerco.com. Proof of purchase, such as the original purchase order, is required to issue credit to the distributor.

### **State Remedies**

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

#### \* Maintenance

Proper maintenance is required to preserve all finishes. Do not use any abrasive cleaners, alcohol, ammonia, detergents, or brass or silver polish on the Products. For complete care requirements and recommendations, please visit our website at www.gingerco.com.

# \*\* Proper Installation

Products must be installed in accordance with the manufacturer's installation instructions supplied with the Products. You may also call 800-842-4872 for copies of the installation instructions. Many of our installation instructions are also available on our website, www.gingerco.com.

#### \*\*\* Commercial Purchasers

Ginger extends the above limited warranty to purchasers of Products for industrial, commercial and business use upon the same terms and conditions and exclusions applicable to residential purchasers, except that the finish and functionality warranty periods are reduced to a period of one (1) year from the date of purchase. Additionally, with respect to commercial purchasers, all implied warranties, including the implied warranties of merchantability and fitness for a particular purpose are excluded and disclaimed.