

GERBER®

VITREOUS CHINA WARRANTY

TEN (10) YEAR LIMITED WARRANTY - Vitreous China & Pressure Vessel

Gerber Plumbing Fixtures LLC (Gerber) warrants to the original purchaser of this product that the vitreous china and pressure vessels will be free from defects in material and workmanship under intended use for a period of ten (10) years from the date of original purchase, as shown on the original consumer-purchaser's receipt, if purchased on or after November 1, 2004.

FIVE (5) YEAR LIMITED WARRANTY ON OTHER PARTS

Gerber warrants to the original consumer-purchaser of this product that all parts not mentioned above included as original equipment 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.

Toilet seats shall be covered to the extent indicated by the original equipment suppliers' warranties.

All above mentioned products and parts installed in accepted commercial installations carry a one (1) year limited warranty.

As the exclusive remedy for any breach of the above warranties, Gerber agrees, at Gerber's option, to repair or replace these products or any parts thereof, which prove, upon inspection by Gerber, to be defective in material or workmanship during the above stated periods of warranty coverage.

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. Damage to the finish or performance of any components caused by the use of cleaning solvents/chemicals or improper cleaning methods (i.e. in-tank bowl cleaners) will also void the above warranties.

This limited warranty does not cover deterioration caused by normal wear and tear.

If the Federal Consumer Product Warranties Act applies to the original purchaser of this product, then any implied warranties which may be applicable under state law, such as any implied warranty of merchantability or any implied warranty of fitness for a particular purpose, are limited to one (1) year.

Other than as described above, Gerber disclaims any and all other warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose. In no event shall Gerber be liable to anyone, including without limitation the original purchaser, for any damages for loss of business opportunities or profits or any business interruption or for any special, incidental or consequential damages.

The above warranties give you specific legal rights, and you may also have other rights which vary from state to state. Certain federal and state laws may limit or disallow disclaimers of incidental or consequential damages and/or limitations on implied warranties.

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