

## Warranty

### Products Subject to this One Year Warranty

This One Year Warranty applies only to manual soap dispensers manufactured and sold by Karran USA (the "Company") (the "Products").

### Who is Entitled to this One Year Warranty

The Company grants this One Year Warranty solely in favor of the original purchaser of the Products (the "Original Purchaser"), but to no other person or entity whatsoever. No person or entity, other than the Original Purchaser, shall have any right to assert any claim under this One Year Warranty, or otherwise, in connection with the Products. This One Year Warranty is personal to the Original Purchaser and may not be transferred by the Original Purchaser to any other person or entity, by contract, operation of law, transfer of the property into which the Products are installed, or otherwise.

### Commercial Warranty

The Company warrants its Products for a period of (1) year to commercial purchasers of Products used in industrial, commercial and business applications.

### Length of this One Year Warranty

This One Year Warranty shall begin on the date the Products are purchased from an authorized Company dealer. The structure and finish of the product as well as the mechanical components such as but not limited to the actuator, piston, spring and ball valve of the product are warranted to be free from defects in material and workmanship under normal usage for a period of one (1) year from the date of purchase. THIS ONE YEAR WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.

**Please note that some states/provinces (including Quebec) do not allow limitations on how long an implied warranty lasts, so the below limitations may not apply to you. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE 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.**

### What is Warranted

Subject to the conditions and limitations set forth in this One Year Warranty, the Company warrants to the Original Purchaser that during the Warranty Period the Products will be free from manufacturing and design defects when used under normal conditions and maintained properly.

### What the Company Will Do

In the event that any Product fails to comply with this One Year Warranty, the Company will free of any cost to you:

1. Provide a replacement part, or component that proves to be defective, or
  - a. If the product cannot be economically repaired, replace the product with the same or a comparable product, or
  - b. If the same or a comparable model product is not available, make a reasonable monetary adjustment, taking into account the age of the defective product; provided that
  - c. In no event will our liability exceed the price you paid for the product (including tax and shipping).
2. We will pay all shipping costs of returning a product to us for inspection (if we make that request) and of sending replacement parts, components, or products to you.

THE FOREGOING DESCRIBES THE COMPANY'S SOLE LIABILITY, AND THE ORIGINAL PURCHASER'S SOLE REMEDY, FOR ANY BREACH OF WARRANTY IN RESPECT OF THE PRODUCTS. THE COMPANY 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.

### How to Make a Claim

To make a claim under this One Year Warranty, the Original Purchaser must notify the Company in writing or by phone of any claimed defect in a Product. Such notice must be given promptly following discovery of the claimed defect. The Original Purchaser must submit with such notice proof of purchase and proof of the date of purchase of the Product claimed to be defective. Notification shall be provided to:

USPS  
Karran USA  
Attention: CLAIMS  
PO Box 667  
Vincennes, IN 47591

Email: warranty@karran.com  
Phone: 866-452-7726

The Company shall then promptly inspect, by means of digital photography or video supplied by the customer, the claimed defect and if such examination does disclose a defect covered by this warranty, shall, within thirty (30) days after inspection provide replacement parts for the defective Product (as it shall elect in its sole and absolute discretion), subject to the terms set forth above.

### Limitations

1. The Company shall not be liable under this One Year Warranty for any of the following:
  - A. Defects in or failure of the Products caused by accidents, physical abuse or misuse of the Products.
  - B. Defects in or failure of the Products caused by installation of the Products not in strict adherence with the written instructions of the Company.
  - C. Defects in or failure of the Products caused by improper care or maintenance of the Products abrasive cleaners such as powders, ammonia, alcohol or chlorine or chlorine or the use of abrasive pads, steel wool or wire brushes.
  - D. Breakage of the Product that is not due to a defect in the manufacture of the Products.
  - E. Any damage to the Products caused by impact of foreign objects, earthquake, or other acts of God or by fire, explosion or other casualty.
  - F. Defects in, failure of, or damage to the Products caused by materials adjacent to the Products.
  - G. Damage to the Products caused by alteration after completion of their installation by anyone who is not authorized by the Company in writing, whether such alteration be by structural additions, changes, replacements or by equipment installation.
  - H. Changes in the Products due to gloss reduction, scratching, staining or alkaline etching of the finish over time due to use, cleaning practices or water conditions, all of which are not manufacturing defects but are indicative of normal wear and tear.
  - I. This warranty does not cover Products that were discontinued when purchased or display Products, whether such Products were purchased at discount outlets, unauthorized dealers, and/or sold on clearance. This warranty does not cover any free gifts included with purchase.
2. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY DAMAGE TO THE PROPERTY IN WHICH A PRODUCT IS INSTALLED, ITS CONTENTS OR ANY PERSON THEREIN. NO FIELD REPRESENTATIVE, DISTRIBUTOR OR DEALER OF THE COMPANY IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS ONE YEAR WARRANTY. SOME STATES/PROVINCES (INCLUDING QUEBEC) MAY NOT ALLOW LIMITATIONS ON OR THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

The invalidity, illegality or unenforceability of any one or more provisions of this One Year Warranty shall in no way affect or impair the validity, legality or enforceability of the remaining provisions, which shall remain in full force and effect.

### Legal Remedies

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

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