

MOUNTAIN PLUMBING LIMITED WARRANTY

1. LIMITED WARRANTY.

Subject to the Conditions, Exclusions, and Limitations set forth herein, Mountain Accessories, Inc. (“Mountain Plumbing”) provides a Limited Warranty on all Mountain Plumbing products purchased from an Authorized Mountain Plumbing Retailer/Dealer (“retailer/dealer”). This Limited Warranty shall commence on the date of original purchase and shall expire:

- 1 year from the date of purchase for all working parts except as noted below.
- 3 years from the date of purchase for the Instant Hot Water Tank.
- 3 years from the date of purchase for accessory faucets.
- 3 years from the date of purchase for water chiller compressors.
- 3 years from the date of purchase for 1/2 HP and 1/3 HP Model Mountain Perfect Grind Waste Disposers.
- With the life of the product for 5/8 HP, 3/4 HP and 1 1/4 HP Model Mountain Perfect Grind Waste Disposers.

Finishes on Mountain Plumbing products are warranted from the date of installation and shall expire:

- With the life of the product for all PVD finishes if instructions are followed properly.
- With the life of the product for all Xenoy molded products.
- 1 year from the date of installation for all other finishes if instructions are followed properly.

FAILURE TO FOLLOW APPLICABLE INSTRUCTIONS VOIDS THE WARRANTY FOR ALL FINISHES.

THE USE OF PLUMBERS PUTTY ON MOUNTAIN PLUMBING PRODUCTS VOIDS THE WARRANTY FOR ALL PRODUCTS. A NON-ACID OR NEUTRAL CURE CAULK IS RECOMMENDED.

MOUNTAIN PLUMBING INSTANT HOT TANKS MUST BE USED WITH AN OPEN VENT FAUCET. THE USE OF A NON-VENTED FAUCET WILL DAMAGE THE TANK AND VOID THE WARRANTY. LIKewise, THE WARRANTY FOR INSTANT HOT FAUCETS IS VOID IF CONNECTED TO A TANK WHICH IS NOT AN OPEN VENT TYPE.

2. WHAT WE WILL DO.

In the event your Mountain Plumbing product fails as a result of a defect in manufacturing, materials or workmanship within the applicable Limited Warranty period, Mountain Plumbing, at its option, will: (1) provide replacement parts to the Mountain Plumbing retailer/dealer you specify; or (2) repair the existing product at no cost to you, except as set forth herein; or (3) refund the original purchase price or retailer's/dealer's price at the time of the original purchase, whichever is less. Replacement parts or repairs are warranted for the remainder of the original Limited Warranty period. Labor and shipping charges are not covered under the Limited Warranty.

If Mountain Plumbing replaces or repairs the existing bath waste and overflow product, and an access panel is not available, the costs for accessing the bath waste and overflow is not covered under the Limited Warranty. This includes but is not limited to any tile work that has to be replaced in order to replace or repair the bath waste and overflow.

Mountain Plumbing reserves the right to discontinue or modify its products at any time without notice. In the event that repair or replacement of a product pursuant to this Limited Warranty is not possible, Mountain Plumbing will fulfill any repair or replacement obligation under this Limited Warranty with a product of equal or greater value.

3. WARRANTY CLAIM PROCESS (for building owners and homeowners only).

To make a claim under the Limited Warranty, you must notify the Mountain Plumbing retailer/dealer who supplied you with your Mountain Plumbing product. Unless otherwise specified in writing by Mountain Plumbing, all defective products must be returned to the Mountain Plumbing retailer/dealer to be forwarded to Mountain Plumbing for inspection and testing to determine of the cause of the alleged failure or defect.

If the retailer/dealer is unavailable or unknown to you, you may contact Mountain Plumbing at:

<https://mountainplumbing.com/warranty-claims/>

Warranty claims made directly to Mountain Plumbing shall include written notification of the alleged failure of, or defect in, any Mountain Plumbing product, and must be received by Mountain Plumbing no later than thirty (30) days after detection of an alleged failure or defect occurring within the applicable warranty period. Written notifications should include a description of the failed or defective part or product, product model number (if available), date of purchase, date of installation, photo of the defective product, and description of the alleged product failure or defect. All products alleged to be defective must be made available to Mountain Plumbing for inspection and testing to determine the cause of the alleged failure or defect.

Upon receipt of a warranty claim notification through either the retailer/dealer or directly, Mountain Plumbing shall have ninety (90) business days in which to determine whether it acknowledges responsibility for any alleged defects in materials or workmanship and the appropriate course of action to be taken.

The foregoing Warranty Claim Process only applies to claims made by owners of residences and buildings in which the warranted products are installed. Mountain Plumbing retailers/dealers and other customers who purchased products directly from Mountain Plumbing should follow Mountain Plumbing's Return Goods Authorization Policy then in effect.

4. GENERAL CONDITIONS.

This Limited Warranty applies only if the Mountain Plumbing product:

- Is purchased from an Authorized Mountain Plumbing Retailer/Dealer.
- Is selected, configured and installed by a licensed plumbing contractor according to the current installation instructions provided by Mountain Plumbing, if applicable.
- Remains in its originally installed location.
- Shows no evidence of misuse, tampering, mishandling, neglect, accidental damage, modification or repair without the approval of Mountain Plumbing.
- Is installed in accordance with then-applicable building, mechanical, plumbing, electrical, and other code requirements.

The Limited Warranty does NOT cover product failure or damage due to:

- Improper installation or modification including adjustments or corrections due to improper installation.
- Components not manufactured or sold by Mountain Plumbing.
- Any abnormal operating conditions.
- Exposure to conditions beyond reasonable installed conditions including but not limited to temperatures and/or pressures that exceed limitations printed on the product literature or installation instructions.
- Delivery by others.
- Accidents.
- Acts of God.
- Normal wear and tear.

5. EXCLUSIONS.

The Limited Warranty set forth in this document is the exclusive warranty (whether written or oral) applicable to Mountain Plumbing products, and no individual is authorized to modify or expand this Limited Warranty. All warranty claims must be made during the applicable warranty period unless otherwise specified.

MOUNTAIN PLUMBING HEREBY DISCLAIMS ANY WARRANTY NOT EXPRESSLY PROVIDED HEREIN, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MOUNTAIN PLUMBING FURTHER DISCLAIMS ANY STATUTORY OR IMPLIED WARRANTY OF HABITABILITY.

In the event the applicable consumer law prohibits the disclaimer of an implied warranty, the above Limited Warranty shall not extend the time period of any such implied warranty. Some states do not allow limitations for consumers on how long an implied warranty lasts, so the above limitation may not be applicable.

6. LIMITATION OF LIABILITY.

EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS LIMITED WARRANTY, MOUNTAIN PLUMBING FURTHER DISCLAIMS ANY RESPONSIBILITY FOR LOSSES, EXPENSES, INCONVENIENCES, AND SPECIAL, INDIRECT, SECONDARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RESULTING IN ANY MANNER FROM THE PRODUCTS COVERED HEREUNDER.