

## AS AMERICA, INC. LIMITED ONE YEAR WARRANTY FOR PERSONAL RESIDENTIAL AND COMMERCIAL USE OF FIAT® PRODUCTS

### WARRANTY COVERAGE

AS America, Inc. ("American Standard") warrants FIAT® Products against defects in material and workmanship under both normal residential and commercial use for long as it is owned by the original purchaser for a period of one (1) year from the date of first purchase.

This warranty is provided for the exclusive benefit of the initial consumer purchaser or owner. This warranty is non-transferable to subsequent purchasers or owners. The sole exception to the non-transferability of this warranty is that if this product is purchased by a plumber, contractor or other service provider, this warranty extends to the first residential and commercial property owner on whose behalf the product was purchased for installation. This warranty applies only to FIAT® Products installed in the United States of America, Canada or Mexico.

If a defect arises and a valid claim is received, American Standard will, at its option, either (1) repair the product, (2) replace the product or any part therein with a FIAT product of equal or similar type and size, or (3) refund to the consumer the wholesale price of the product. If American Standard elects to refund the wholesale price to the consumer, American Standard shall have no further obligation to its wholesale customer, or any contractor with respect to such product. Goods proven to be defective will be replaced after proper inspection, but no claims for damages incurred or for work done thereon will be allowed. Replacements when supplied will be shipped at no cost to the consumer.

### EXCLUSIONS AND LIMITATIONS

1. This warranty only applies to products purchased through an authorized FIAT® Products dealer or re-seller.
2. This warranty does not apply to defects or damage caused by non-genuine FIAT parts, installation error, product abuse, product misuse, improper maintenance, improper care or cleaning, improper repair or installation, and/or movement or transfer of the product from its original installation location (whether performed by you, a plumber, a contractor or a service company). Because improper care and cleaning can cause significant damage to the product, it is strongly recommended that you follow the Care and Cleaning Instructions (as well as the other instructions) that accompanied the product.
3. American Standard is not responsible for labor charges and/or damage incurred during installation, repair or replacement.
4. American Standard does not warrant that this product and/or its installation complies with local code requirements. American Standard recommends that you consult with a plumbing contractor about local code requirements.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AMERICAN STANDARD HEREBY EXCLUDES SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES FOR ANY BREACH OF ANY EXPRESS OR IMPLIED WARRANTY APPLICABLE TO THIS PRODUCT.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state (or province, as applicable).

### OBTAINING WARRANTY SERVICE

If you believe that you have a warranty claim, contact American Standard, either through an authorized AS America, Inc. dealer or re-seller, or by writing:

**In the United States:**  
AS America, Inc.  
P.O. Box 6820  
Piscataway, New Jersey 08855  
Attention: Director of Consumer Affairs

**In Canada:**  
AS Canada, ULC  
5900 Avebury Rd.  
Mississauga, Ontario  
Canada L5R 3M3

**In Mexico:**  
American Standard B&K Mexico  
S. de R.L. de C.V.  
Via Morelos #330  
Col. Santa Clara  
Ecatepec 55540 Edo. Mexico

Please be sure to provide all pertinent information regarding your claim, including a complete description of the problem, the product, model number, color, finish, purchase date, and from whom the product was purchased.

For other information, or to obtain the name and address of the service and repair facility nearest you, call (800) 442-1902 (in the United States); (800) 387-0369 (in Canada) and 01-800-839-1200 (in Mexico) or visit [www.fiatproducts.com](http://www.fiatproducts.com).

# Terms & Conditions



**Prices**—All previous prices are withdrawn. Prices shown are subject to change without notice and all orders will be accepted only on “**price-in-effect-at-time-of-shipment**” basis. All prices and agreements are contingent upon strikes, accidents and other causes unavoidable or beyond our control.

**Taxes**—In addition to the stated selling prices, the Buyer shall reimburse FIAT® Products for all applicable taxes, now or hereafter levied upon the production, sale, use or shipment in connection with the material sold.

**Acceptance/Order Approval**—The acceptance, shipment and delivery of any order is subject to credit investigation and approval from Seller’s Credit Department. Seller reserves the right to withhold delivery or stop shipment in transit on accepted orders without any liability on Seller’s part, if in Seller’s opinion, Buyer’s ability to pay for the product per the selling terms and conditions is in doubt.

**Contingencies**—Delivery dates, if given, are based on conditions at that point in time. Delivery dates are contingent on the non-occurrence of fires, strikes, accidents, transportation. Delivery dates are contingent on the non-occurrence of fires, strikes, accidents, transportation delays and other uncontrollable causes. Seller will not be liable for back charges for late delivery under any circumstances.

ALL CHANGES, CANCELLATIONS, DELETIONS OR ADDITIONS NEED TO BE MADE IN WRITING, VIA LETTER OR FACSIMILE and addressed to FIAT® Products Attn: Customer Service Manager 41 Cairns Rd., Mansfield, OH 44903. No telephone or oral changes will be accepted.

**Delivery and Shipment of Material**—Delivery to the initial carrier constitutes delivery to the buyer. Unless the freight terms indicate otherwise, seller’s responsibility ceases upon delivery to the initial carrier. Any visible shortages/damages must be noted on the freight bill and signed by the driver. **DO NOT REFUSE DELIVERY** if damage is discovered after processing. Claims for damage to or loss of material in transit should be filed immediately by buyer, direct with carrier.

**Freight Terms—Shipments are F.O.B. Factory**, or other designated shipping point determined by FIAT® Products unless otherwise indicated. **Any shipment or delivery dates quoted by FIAT® Products are estimated.** The Company shall be obligated to use reasonable efforts to meet such dates. **FIAT® Products will in no event be liable for any delays in delivery or failure to give notice of delay, or for any other failure to perform here-under due to causes beyond the reasonable control of the Company.** Such causes shall include, but not be limited to acts of God, the elements, acts or omissions of manufacturers or suppliers of the Products or parts thereof, acts or omissions of Buyer or civil and military authorities, fires, labor disputes or any other inability to obtain the Products, parts thereof, or necessary power, labor, materials or supplies. The Company will be entitled to refuse to make, or to delay any shipments of the Products if Buyer shall fail to pay when due any payment owed by it to the Company, whether under this or any other contract between the Company and Buyer.

**Terms**—Manufacturer’s liability ceases upon delivery of shipment to carrier. Shortages must be reported to FIAT® Products within 10 days of receipt of shipment. The Consignee is to file claim against carrier for all goods lost or damaged in transit. No goods shall be returned without permission from the manufacturer and are subject to a handling charge. No debit memos will be accepted. Goods proved to be defective will be replaced at our discretion, but no claims for damage incurred or work done thereon will be allowed.

**Claims for Shortages**—All claims for shortages of inaccurate filing of orders shall be made in writing within ten (10) days after Buyer’s receipt of material.

**Cancellation of Non-Standard Items**—Cancellation or changes will not be accepted after production has begun on any non-standard stock item. This includes non-standard colors, specially drilled items and all fixtures having unusual features requiring extra supervision/labor during production.