



KOVA

LETTER OF WARRANTY

Toilets

KATERRA LIMITED WARRANTY

Product Category: Toilets

Katerra warrants that the product category listed above will be free of defects in material and workmanship when properly installed and used normally per the table below. Unless specifically stated otherwise, the warranty start date begins on the date of delivery.

Description	Warranty Period
Chinaware	Owner-Occupied Single Family Residential: 10 Years Multi-Family Residential & Light Commercial: 3 Years
Mechanical Parts & Toilet Seat (if included with product)	Owner-Occupied Single Family Residential: 1 Year Multi-Family Residential & Light Commercial: 1 Year

Subject to the terms and conditions listed below, Katerra will repair, provide a replacement part or product, or refund the original purchase price for defective products during the warranty period. The decision to resolve warranty defects by repair, replacement, or refund will be made at Katerra's sole discretion. Katerra recommends using a licensed professional for all installations or repairs.

THE FOLLOWING CONDITIONS ARE NOT COVERED BY THIS LIMITED WARRANTY:

1. Faults or damage caused by installation error, improper maintenance, neglect, altering, tampering, or careless operation or handling of the products that are not in accordance with Katerra instructions or specifications, or if it is used for other than the intended purpose after the product has been delivered and accepted by the receiving party – whether performed by a contractor, service company, or yourself.
2. Damage caused by using cleaners not in compliance with cleaning recommendations. The use of a high concentration of chlorine or chlorine related cleaning products can seriously damage plumbing fixtures and fittings. This damage can cause leakage and serious property damage.
3. Damage caused using in-tank cleaners. These products can seriously corrode the fittings in the tank.
4. Normal wear and tear due to the normal aging of the product, including parts that are expected to deteriorate over time. Gloss reduction, scratching, abrasions, deterioration (due to the use of paints, solvents, or other chemicals), staining or alkaline etching of the finish over time due to use, cleaning practices, or water or atmospheric conditions, are not manufacturing defects but are indicative of normal wear and tear.
5. Temporary marks on the products including but not limited to metal marks, fingerprints, smudges, or other temporary marks made by household items.
6. Products that the customer decides they do not like after installation due to color, styles, or other opinions based on personal preference.
7. Cosmetic damage not reported in the first 48 hours after delivery. All products must be inspected before installation. Installation of products with visual defects or nonconformities apparent before installation voids this warranty.

8. Discoloration, rust, or oxidation resulting from caustic or corrosive environments including but not limited to high salt concentrations, high moisture, humidity, or exposure to chemicals. Installation applications within 5 miles (8 kilometers) of a body of salt water are considered high salt concentration environments.
9. Damage caused after delivery, including damages to the finish of the product or home incurred during installation, including but not limited to floors, cabinets, countertops, walls, etc.
10. Damage from children, animals, bacteria, fungus, or insects.
11. Unless specifically stated otherwise, this product is not approved for the following installation applications: aircraft, watercraft, recreational vehicles, outdoors, indoor swimming pools or hot tubs, saunas, steam rooms, greenhouses, walk-in freezers or refrigeration units, or other extreme environments.
12. Force Majeure: Loss, damage, or injury caused in whole or in part by natural calamities or acts of God.
13. Labor: This limited warranty is for material only and does not cover labor charges – including installation, removal, and reinstallation, or other incidental or consequential costs associated with surrounding material such as countertops, walls, ceilings, paint, cabinets, or flooring. The original purchaser may be covered by a separate workmanship or installation warranty from the general contractor or licensed professional who installed the product.
14. Industrial/Commercial Use: Unless specifically stated otherwise, this limited warranty is extended to light commercial applications – including multi-family apartment units, student housing, employee housing, hospitality guest rooms, and other similar installation applications only. Excluded from this limited warranty are industrial or heavy commercial operating environments and usage scenarios that significantly differ from normal residential usage patterns and operating conditions. Examples include industrial/manufacturing workspaces where employees are regularly required to wear personal protective equipment (hard hats, safety glasses, protective coveralls, etc.), professional kitchens & restaurants, food service, laundromats, hospitals, laboratories, and other high-volume, heavy-use, harsh or chemically caustic environments. If you have questions about the suitability of this product for your particular installation application, please contact your Katterra sales representative before purchase and installation.

Repair or replacement costs for any circumstances not covered by this warranty shall be borne by the customer.

This warranty is not in force until full payment has been received for the covered products.

Katterra does not warrant that the operation of covered products will be uninterrupted or error-free. This warranty does not constitute a performance warranty and does not extend to the future performance of goods. It is expressly contemplated by the warranty that any part of the product may contain a defect in material or workmanship and that any part of the product may fail during the warranty period. The buyer's sole remedies under this warranty are limited to repair, replacement, or refund in the event a part fails due to a defect in material or workmanship.

This warranty is not a statement of the expected useful life of any KOVA product.

Replacement parts can be new or remanufactured. Repaired parts or replacement products are warranted for the remaining portion of the original product's warranty period. The original warranty period is not extended by repair or replacement activities. Defective parts must be made available to Katterra in exchange for the replacement parts and become the property of Katterra.

This warranty is extended to the original purchaser or owner at the original installation location in the United States and is non-assignable and non-transferable.

Katterra's total liability or cost, for the life of this warranty, is limited to, and capped at, the original purchase price

of the warranted product(s) – whether the claim is based on strict liability, negligence, breach of warranty or any other theory or cause of action.

DISCLAIMER OF IMPLIED WARRANTIES

TO THE EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, IMPLIED WARRANTY OF NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE, ARE DISCLAIMED. UPON THE EXPIRATION OF THE ABOVE STATED LIMITED WARRANTY PERIOD, ANY AND ALL APPLICABLE IMPLIED WARRANTIES THAT MAY NOT BE DISCLAIMED ALSO EXPIRE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM KATERRA OR ELSEWHERE, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary by jurisdiction.

LIMITATION OF REMEDIES – EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES

THIS WRITTEN WARRANTY IS YOUR EXCLUSIVE WARRANTY FROM KATERRA AND REPRESENTS THE SOLE REMEDY TO THE OWNER OF KATERRA PRODUCTS EXCEPT AS OTHERWISE REQUIRED BY LAW. KATERRA MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND OTHER THAN THOSE STATED EXPLICITLY HEREIN. THE WARRANTIES AND REMEDIES PROVIDED HEREIN ARE LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD PROVIDED HEREIN UNLESS A SHORTER PERIOD IS PERMITTED OR REQUIRED BY LAW. KATERRA DOES NOT ASSUME AND SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LABOR COSTS TO REMOVE AND/OR REPLACE PRODUCT, AND ANY OTHER HARM TO THE BUILDING, ITS CONTENTS OR ITS OCCUPANTS, OR TO ANY OTHER PERSONS OR PROPERTY, WHETHER FOR BREACH OF THIS WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER CLAIMS DERIVED IN TORT, OR FOR ANY OTHER CAUSE.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so these limitations and exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary by jurisdiction.

WARRANTY CLAIMS

To submit a warranty claim:

Web: www.warranty.katerra.com

Mail: Katerra Warranty Department
9305 E Via de Venture, STE 200
Scottsdale, AZ 85258

Product description and proof of purchase are required to support any warranty claim.