

# noken

## PORCELANOSA BATHROOMS

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### WARRANTY CERTIFICATE

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Noken Design, S.A. ("NOKEN") hereby warrants to the original buyer ("Buyer") that the ceramic ware sold by NOKEN in the United States of America and Canada under the Noken brand on or after May 4th, 2019 ("Products") will be reasonable free of defects in materials and workmanship upon delivery and, when properly handled and installed, will confirm to applicable manufacturing specifications.

The warranty would not be extended, in any case, to cover any direct or indirect damages to people or things that are not attributable to manufacturing defects or which may be due to a forced interruption of its operation. Warranty does not cover the cost of any work needed before or after the repair, neither the replacement nor maintenance necessary to perform on the equipment when an easy access to the Product to proceed with the work has not been provided.

#### COMMERCIAL WARRANTY

In event that any of the Products sold for installation in a commercial setting or sold to a contractor or other commercial Buyer for installation in a residential setting are found to be defective, NOKEN will, at its sole option, repair, replace or adjust the defective Products (or affected components), provided that the Buyer has given written notice of defect to NOKEN within 24 months of the original purchase date together with proof of purchase (original sales receipt). For non-ceramic ware components or non-ceramic surface finish the warranty is for a period of 12 months from the original purchase date.

This warranty excludes any labor charges, installation, freight, removal or other consequential losses or incidental damages and it is also subjected to the limitations set out below under "Other Warranty Information" and to those set forth in any applicable terms and conditions of sale.

#### RESIDENTIAL WARRANTY

In the event that any of the Products sold to a non-commercial Buyer for installation in a residential setting are found to be defective, NOKEN will, at its sole option, repair, replace or adjust the defective Products (or affected components) as it deems appropriate. This warranty covers products installed in the Buyer's home for a period of 60 months (except non-ceramic ware components or non-ceramic surface finish with a period of 12 months) from the original purchase date.

This warranty is subjected to (a) NOKEN's receipt of written notice of defect from the Buyer within the term of the warranty, together with proof of purchase (Original sales receipt) and (b) the limitations set out below under "Other Warranty information" and those set forth in any applicable terms and conditions of sale.

#### OTHER WARRANTY INFORMATION

EXCEPT AS EXPRESSLY SET FORTH ABOVE, NOKEN MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS PRODUCTS, AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Such warranty (hereinafter "this warranty") shall be void upon the occurrence of any one or more of the following events: (a) defects, damages or failure caused by the carrier, installer or any other third party; (b) the Products are installed or used in a way that is contrary to specifications applicable to the Products; (c) the Products are damaged by accident misused, or careless handling, (d) the Products are damaged by lack of proper routine maintenance, or use of abrasive or improper cleaners, including the use of in-tank toilet cleaner; (e) the products are installed despite having defects that could and should have been discovered before installation; and/or (f) the Products are damaged by acts of God, such as storms, floods, lightning earthquakes and other natural disasters.

- Wear to wear and tear parts such as seals;
- Breakage of breakable components such as glass or bulbs;
- The exhaustion of consumable materials such as batteries, filters, aerators;
- Display products and similar.
- Missing pieces that have not been reported within the first 30 days after the original purchase date.

This warranty does not cover variances and tolerances that are intrinsic characteristics of vitreous china or fine fire clay products being fired at high temperatures; and it does not cover variations in color or shade fidelity between catalogue images and the actual products nor does it include labor, transportation, installation, or other costs incurred in the removal and/or reinstallation of the original Products and / or installation of replacement Products or any costs incurred in obtaining access for repair. To the maximum extent permitted by applicable law, NOKEN expressly excludes from this warranty, and will not pay any consequential losses and incidental damages. This warranty extends only to the Buyer and is not transferable. Under no circumstances shall NOKEN's liability exceed the purchase price of the Product.

Any controversy arising from the interpretation and/or application of this certificate of guarantee shall be submitted to the Courts and Tribunals of Vila-Real, Castellón (SPAIN), except in the event of claims placed by the consumer or user, in which case the following procedures may be adopted:

- Consumer arbitration.
- The Courts and Tribunals corresponding to the consumer and user's address or the place of performance of the obligation.

This certificate, together with the sales invoice, is the only valid warranty provided by Noken for all Products sold from May 4th, 2019 onwards; no modifications thereto will be accepted.

This warranty provides specific legal rights; other rights may apply and vary from state to state. NOKEN will not be responsible for any statements or representations made in any form that go beyond, are broader than, or are inconsistent with any authorized literature or written specifications furnished by NOKEN. Some states do not allow limitations on how long an implied warranty lasts, or on special, incidental, or consequential damages. As a result, some of these limitations may not apply to you.

**To obtain warranty service, contact Porcelanosa in writing: [info@porcelanosa-usa.com](mailto:info@porcelanosa-usa.com). Please visit our website for additional information on Porcelanosa and its products and services.**