

## Warranty for MotionSense® Products

### 1. Identity and Types of Warranty Holders

1. “Original Consumer Purchaser” means the owner-of-record of a single-family residential owner-occupied dwelling in which the product is initially installed (or, if installed by a builder/contractor/owner, the owner-of-record to whom the builder/contractor/owner first transfers the single-family dwelling), but only so long as such Purchaser owns the single-family dwelling where the Product was installed, and subject to the additional restrictions stated below.

2. All others who do not fit within the definition of “Original Consumer Purchaser,” but who have purchased the Product, are considered an “Original Commercial Purchaser,” but only so long as such Purchaser owns the premises where the Product was installed, and subject to the additional restrictions stated below.

### 2. What is Covered by This Limited Warranty, and the Applicable Warranty Periods

Moen “(Seller)” warrants that the MotionSense® System (“the Product”) will be free from defects in materials and manufacturing workmanship. Moen warrants that the faucet will be leak free and drip free under normal use, and that the Product’s control box (which houses the hydraulic system) and finish will be free from defects in material and manufacturing workmanship for: (1) the lifetime of the Original Consumer Purchaser; or (2) five years from the date of purchase for the Original Commercial Purchaser (but only so long as the Original Consumer/Commercial Purchaser continues to own the dwelling or premises). The warranty on all other components of the Product, including but not limited to the electronics box, spout and lenses, runs for: (1) five years from the date of purchase for an Original Consumer Purchaser; or (2) one year from date of purchase for an Original Commercial Purchaser (but only so long as the Original Consumer/Commercial Purchaser continues to own the dwelling or premises).

3. This Limited Warranty may not be transferred to subsequent owners of the dwelling or premises, or to any other person.

### 4. What This Limited Warranty Does Not Cover

This Limited Warranty covers only those workmanship and material nonconformities specified above, and does cover nonconformities or damages arising from any other cause, including without limitation, defects or damage due to the use of other than genuine Moen parts, due to installation error, product abuse, or product misuse or due to the use of cleaners containing abrasives, alcohol or other organic solvents.

### **5. Buyer's Sole and Exclusive Remedy under This Limited Warranty**

In the event of nonconformity in workmanship or materials in one or more components of the Product, Seller's sole obligation is, at its sole option, to repair or replace any nonconforming component, or refund the Product's purchase price. This is the warranty holder's sole and exclusive remedy for the Product under this Limited Warranty. By way of example but not limitation, the following costs and expenses are not covered by this Limited Warranty: (i) labor costs for the removal, reinstallation, or refinishing of the Product, or non-conforming part thereof (or of building materials which must be removed, reinstalled or refinished in order to repair or replace the nonconforming Product); (ii) Shipping and freight expenses required to return Product to Seller. Repaired or replaced components are individually warranted only under the same terms and for the remaining balance of the Limited Warranty period applicable to that component(s) which is/are repaired or replaced.

### **6. DISCLAIMER OF WARRANTIES**

THE FOREGOING LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT THAT ANY IMPLIED WARRANTIES MAY NONETHELESS EXIST BY OPERATION OF LAW, ANY SUCH WARRANTIES ARE LIMITED TO THE DURATION PROVIDED BY THAT LAW. SOME STATES/PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

### **7. LIMITATION OF LIABILITY**

SELLER'S SOLE LIABILITY UNDER THIS LIMITED WARRANTY SHALL BE REPLACEMENT OR REPAIR, OR REFUND OF THE PURCHASE PRICE AS SET FORTH ABOVE. IN NO EVENT, WILL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, LABOR, REMOVAL, REINSTALLATION, REFINISHING, LOSS OF USE OF THE PRODUCT, LOSS OF PROFITS, LOSS OF REVENUE, LOST GOODWILL, CLAIMS OF EMOTIONAL DISTRESS, OR CLAIMS OF WARRANTY HOLDERS' CUSTOMERS, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, STRICT



LIABILITY OR NEGLIGENCE) OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE, AND PROVINCE TO PROVINCE. EVEN IF THIS LIMITED WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL SELLER'S ENTIRE LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCT WARRANTED HEREUNDER, OR THE NONCONFORMING PORTION THEREOF, WHICHEVER IS THE LESSER AMOUNT.

#### **8. Warranty Claims**

To initiate a claim, call Moen at 800-289-6636 (800-465-6130 in Canada; 01-800-718-4345 in Mexico), or write Moen at Moen Incorporated, 25300 Al Moen Drive, North Olmsted, OH 44070-8022. Proof of purchase is required.