

## GENERAL WARRANTY -TERMS AND CONDITIONS

Duravit Aktiengesellschaft, Werderstraße 36, 76132 Hornberg, Germany (hereinafter referred to as “Duravit”), offers end customers a product wise voluntary warranty as per below terms. Prerequisites and details can be found in the following warranty terms and conditions.

### 1. General information

This warranty applies to end customers residing in India, Srilanka, Maldives, Bangladesh, Nepal and Bhutan. End customers in the sense of this warranty are natural persons who have purchased and are the owners of the products concerned. However, the customers must not have purchased the products with the intention of reselling them or installing them for third parties as part of their professional activities. Duravit grants additional rights with these warranty terms and conditions: the Duravit warranty does not waive, restrict or otherwise change the contractual or statutory rights regarding defects.

### 2. Warranty Term & services

The Warranty applies for the below mention period from the date of purchase done by the end customer from Duravit or Duravit's authorized dealer:

Ceramics _____	5 Years
Acrylic tubs _____	5 Years
Shower Tray _____	5 Years
Seat & covers _____	5 Years
Bathroom Furniture _____	5 Years
Faucets _____	5 Years
Installation Parts & Accessories _____	5 Years
Whirl tubs _____	2 Years
Sauna _____	2 Years
Durasystem _____	2 Years
Shower Toilets _____	2 Years
Shower Toilet Seat & cover _____	2 Years

The term will not be extended or begin again as a result of authorised repair measures or the replacement of the product or individual parts. This applies even if these warranty terms and conditions are enclosed with the replaced product.

Duravit guarantees that these products are free of material, production or design faults for the term of the warranty. The decisive criterion is the state of the art of science and technology at the time of production.

Should any faults arise, Duravit will rectify them at its own expense by repairing the product or delivering a new product as it deems fit. Duravit is entitled to commission a plumber/technician or any other qualified third party to supervise and guide the customer's plumber for proper & trouble-free installation.

Duravit is not responsible for removal, installation or any other incidental or consequential work or cost. Duravit is not liable for any special or consequential damages due to defective product/component or part thereof. In no event shall the liability of Duravit exceed the purchase price of the product

The defective product will be repaired or replaced by delivering a new product of the same type and quality free of charge only after defects are approved by Duravit. In the event that the defective product is no longer produced at the time of the warranty claim, Duravit reserves the right to deliver an equivalent product. Following replacement, the defective products will become the property of Duravit.

### 3. Prerequisites for making a warranty claim

- For the assertion of the warranty, there must be a valid reason for a warranty claim. This is the case if it can be shown that the product is not free of material, production or design faults.
- The product must be installed by the authorized and licensed plumber.
- The end customer must present the original invoice containing the purchase date, product details with item code and the name and address of the vendor.

d) The warranty claim must be asserted in writing without delay, at the latest within one month of when the fault is established, and within the warranty period. The claim should primarily be reported to the specialist craftsperson from whom the end customer purchased the product, or otherwise to Duravit itself. It is sufficient to contact Duravit by phone, by e-mail or using the contact form provided on the respective Duravit homepage.

### 4. Warranty exclusion

- The warranty does not cover wearing parts, consumables, electronic components or software elements. The warranty also does not cover used products or exhibition products.
- Claims from the warranty are excluded if:
  - damage or defect is caused due to the cause beyond reasonable control like fire, earthquake, flood, thunder, electrical storms, riots etc.
  - the damage or defect is caused due to insufficient water pressure, water impurities or improper care and cleaning and voltage fluctuations.
  - the fault is based on repair attempts that were not agreed before-hand with Duravit;
  - the fault is due to operating errors or incorrect handling (failure to observe the mounting and operating instructions) or due to deliberate or negligent damage caused by the end customer or a third party;
- the product has not been properly installed, maintained or repaired according to the instruction given in mounting/care/operating manual or parts other than Duravit spare parts have been used for repair or maintenance; or
- the fault was caused by the breakage of fragile parts.
- The warranty expressly does not comprise further claims, and in particular does not include the acceptance of claims for damages or reimbursement of expenses. Duravit shall be liable to the end customer for claims for damages or the reimbursement of expenses only on the basis of mandatory statutory provisions.
- This warranty will automatically terminate on the expiry of the warranty period, even if the product has not been installed after purchase or has not been in use for anytime during the warranty period for any reason whatsoever.

### 5. Miscellaneous

- The personal data that you submit to Duravit for the purpose of processing the warranty claim will be saved, processed and used exclusively to provide the services associated with the claim. The data will also be passed on to companies associated with Duravit AG or to third parties e.g. (transport companies or plumbers) if this is necessary for processing. It will not be transmitted to any other third-party companies or used in any other way for advertising purposes.
- Duravit reserves the right to terminate, supplement or change these warranty terms and conditions in whole or in part by giving a reasonable notice period, or in the event of a good cause even without observing such a period, taking appropriate consideration of your needs.
- The laws of the Federal Republic of Germany shall apply, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- Should a provision of this warranty be or become wholly or partly invalid or impracticable, or should the warranty contain a loophole, this shall not affect the validity of the remaining provisions. In place of the invalid or impracticable provision, a valid or practicable provision shall be deemed to have been agreed that comes as close as possible to the purpose of the invalid or impracticable provision. In the event of a loophole, a provision shall be deemed to have been agreed that corresponds to what would have been agreed in accordance with the purpose of this warranty.

Hornberg, April, 2021