IN-HOME FULL SERVICE LIMITED WARRANTY



BADGER® 5XP

This limited warranty is provided by InSinkErator®, a business unit of InSinkErator LLC, (**"InSinkErator"** or **"Manufacturer"** or **"we"** or **"our"** or **"us"**) to the original consumer owner of the InSinkErator product with which this limited warranty is provided (the **"InSinkErator Product"**), and any subsequent owner of the residence in which the InSinkErator Product was originally installed (**"Customer"** or **"you"** or **"your"**).

InSinkErator warrants to Customer that your InSinkErator Product will be free from defects in materials and workmanship, subject to the exclusions described below, for a period of **six (6) years** (the **"Warranty Period"**), commencing on the later of: (a) the date your InSinkErator Product is originally installed, (b) the date of purchase (or delivery if later), or (c) the date of manufacture as identified by your InSinkErator Product serial number. Documentation needed to support (a) or (b). If you are unable to provide documentation supporting either (a) or (b), the Warranty Period commencement date will be determined by Manufacturer, in its sole and absolute discretion, based upon your InSinkErator Product serial number.

What is Covered

This limited warranty covers defects in materials or workmanship, subject to the exclusions below, in InSinkErator Products used by a consumer Customer for residential use only, and includes all replacement parts and labor costs. YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE INSINKERATOR PRODUCT, PROVIDED THAT IF WE DETERMINE IN OUR SOLE DISCRETION THAT NEITHER REMEDY IS PRACTICABLE, WE MAY PROVIDE YOU A REFUND OF YOUR PURCHASE PRICE OR A CREDIT TOWARDS ANOTHER INSINKERATOR PRODUCT.

What is not Covered

This limited warranty does not extend to and expressly excludes:

- Losses or damages or the inability to operate your InSinkErator Product resulting from conditions beyond the Manufacturer's control including, without limitation, accident, alteration, misuse, abuse, neglect, negligence (other than Manufacturer's), failure to install, maintain, assemble, or mount the InSinkErator Product in accordance with Manufacturer's instructions or local electrical and plumbing codes.
- Wear and tear expected to occur during the normal course of use, including without limitation, cosmetic rust, scratches, dents or comparable and reasonably expected losses or damages.

In addition to the above exclusions, this limited warranty does not apply to InSinkErator Products installed in a commercial or industrial application.

No Other Express Warranty Applies

This limited warranty is the sole and exclusive warranty provided to the Customer identified above. No other express warranty, written or verbal, applies. No employee, agent, dealer, or other person is authorized to alter this limited warranty or make any other warranty on behalf of Manufacturer. The terms of this limited warranty shall not be modified by the Manufacturer, the original owner, or their respective successors or assigns.

What we will do to Correct Problems

If your InSinkErator Product does not operate in accordance with the documentation provided to you, or you have questions concerning your InSinkErator Product or how to determine when service is needed, please call the toll free InSinkErator AnswerLine® at 1 (800) 558-5700, or visit our website at www.insinkerator.com. You may also notify us at: InSinkErator Service Center, 4700 21st Street, Racine, Wisconsin 53406 USA.

The following information must be provided as part of your warranty claim: your name, address, phone number, your InSinkErator Product model and serial number, and if necessary, upon request, written confirmation of either: (a) the date shown on your installation receipt, or (b) the date shown on your purchase receipt.

Manufacturer or its authorized service representative will determine, in its sole and absolute discretion, if your InSinkErator Product is covered under this limited warranty. You will be given the contact information for your closest authorized InSinkErator Service Center. Please contact your InSinkErator Service Center directly to receive in-home warranty repair or replacement service. Only an authorized InSinkErator service representative may provide warranty service. InSinkErator is not responsible for warranty claims arising from work performed on your InSinkErator Product by anyone other than an authorized InSinkErator service representative.

If a covered claim is made during the Warranty Period, Manufacturer will, through its authorized service representative, either repair or replace your InSinkErator Product. Cost of replacement parts or a new InSinkErator Product, and cost of labor for repair or installation of the replacement InSinkErator Product are provided at no cost to you. Repair or replacement shall be determined by Manufacturer or its authorized service representative in their sole discretion. All repair and replacement services will be provided to you at your home. If Manufacturer determines that your InSinkErator Product must be replaced rather than repaired, the limited warranty on the replacement InSinkErator Product will be limited to the unexpired term remaining in the original Warranty Period.

This disposer is covered by Manufacturer's limited warranty. This limited warranty is void if you attempt to repair the InSinkErator Product. For service information, please visit www.insinkerator.com or call, toll free, 1-800-558-5700.

Limitation of Liability

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL MANUFACTURER OR ITS AUTHORIZED SERVICE REPRESENTATIVES BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING ANY ECONOMIC LOSS, WHETHER RESULTING FROM NONPERFORMANCE, USE, MISUSE OR INABILITY TO USE THE INSINKERATOR PRODUCT OR THE MANUFACTURER'S OR ITS AUTHORIZED SERVICE REPRESENTATIVE'S NEGLIGENCE. MANUFACTURER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL MANUFACTURER'S LIABILITY TO YOU EXCEED THE PRICE PAID BY THE ORIGINAL OWNER FOR THE INSINKERATOR PRODUCT.

The term "consequential" damages shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use or revenue, cost of capital or loss or damage to property or equipment.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation 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.

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