Commercial Foodservice Limited Warranty

InSinkErator® (**"InSinkErator"** or **"Manufacturer"** or **"we"** or **"our"** or **"us"**) warrants to the original purchaser only ("Customer" or "you" or "your"), subject to the exclusions below, that your InSinkErator® (the **"InSinkErator Product"**) will be free from defects in material and workmanship for one year from the date of installation (the **"Warranty Period"**). This limited warranty terminates if the original purchaser transfers the InSinkErator Product to any other person or entity.

What is Covered

This limited warranty includes repair or replacement of your InSinkErator Product, accessories if included in the original InSinkErator Product package, and all replacement parts and labor costs if provided by an authorized InSinkErator service representative.

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, or negligence (other than Manufacturer's).
- 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.
- Failure to install, maintain, assemble, or mount the InSinkErator Product in accordance with Manufacturer's instructions or local electrical and plumbing codes, faulty or improper electrical installation, faulty or improper plumbing installation, clogged drain lines, or an improperly sized unit (as specified by InSinkErator).

What we will do to Correct Problems

To file a warranty claim during the Warranty Period, you may call Toll Free 1-800-845-8345 for the nearest InSinkErator Authorized Service Agency or to reach Technical Support, or you may visit our website at www.insinkerator.com.

The following information must be provided as part of your warranty claim: your name, address, phone number, your InSinkErator Product model and serial number. You will be required to submit supporting documentation of the date of installation.

Manufacturer or its authorized service representative will determine, in its sole and absolute discretion, if your InSinkErator Product is covered under this limited warranty. 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, and at Manufacturer's or its authorized service representative's sole discretion, either repair or replace your InSinkErator Product. If your InSinkErator Product is replaced, the warranty on the replacement InSinkErator Product will be limited to the unexpired term remaining in the original Warranty Period. **YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE INSINKERATOR PRODUCT.** This limited warranty is valid only in the United States and applies only when the InSinkErator Product is used in the country in which it was purchased. If outside the 50 United States, contact your authorized InSinkErator dealer to determine whether any warranty applies.

No Other Express Warranty Applies

THE LIMITED WARRANTIES PROVIDED ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY MANUFACTURER TO THE ORIGINAL PURCHASER, AND ARE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER OR NOT THE PURPOSE HAS BEEN DISCLOSED AND WHETHER OR NOT THE INSINKERATOR PRODUCT HAS BEEN SPECIFICALLY DESIGNED OR MANUFACTURED FOR YOUR USE OR PURPOSE.

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 warranty gives you specific legal rights and you may also have other rights which vary from state to state.

InSinkErator® may make improvements and changes in the specification at any time, in its sole discretion, without notice or obligation and further reserves the right to change or discontinue models. ©2024 InSinkErator®. All rights reserved.
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