LIMITED WARRANTY



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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 this InSinkErator accessory with which this limited warranty is provided (the **"InSinkErator Accessory"**), and any subsequent owner of the residence in which the InSinkErator Accessory was originally installed (**"Customer"** or **"you"** or **"your"**).

InSinkErator warrants to Customer that your InSinkErator Accessory will be free from defects in materials and workmanship, subject to the exclusions described below, for a period of **three (3) years** (the **"Accessory Warranty Period"**), commencing on the date of purchase. You will be required to show written documentation supporting your date of purchase. This limited warranty is subject to InSinkErator Accessory used by a consumer Customer for residential use only. **YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE INSINKERATOR ACCESSORY, PROVIDED THAT IF INSINKERATOR DETERMINES IN ITS SOLE DISCRETION THAT NEITHER REMEDY IS PRACTICABLE, INSINKERATOR 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 Accessory 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 Accessory 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 Accessory 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 the 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 Accessory does not operate in accordance with the documentation provided to you, or you have questions concerning your InSinkErator Accessory, please call the toll free InSinkErator AnswerLine® at 1 (800) 558-5700, or visit our website at www.insinkerator.com.

The following information must be provided as part of your warranty claim: your name, address, phone number, and the date shown on your purchase receipt. Manufacturer will determine, in its sole and absolute discretion, if your InSinkErator Accessory is covered under this limited warranty. If a covered claim is made during the Warranty Period, the Manufacturer will replace your InSinkErator Accessory. Cost of replacement parts or a new InSinkErator Accessory are provided at no cost to you. Replacement shall be determined by the Manufacturer. If Manufacturer determines that your InSinkErator Accessory must be replaced, the limited warranty on the replacement InSinkErator Accessory will be limited to the unexpired term remaining in the original Warranty Period.

This accessory is covered by Manufacturer's limited warranty. This limited warranty is void if you attempt to repair the InSinkErator Accessory.

Limitation of Liability

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL MANUFACTURER 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 ACCESSORY OR THE MANUFACTURER'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 ACCESSORY.

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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