



KOVA

Letter of Warranty

Toilets

KOVA Limited Warranty

Product Categories: Toilets

KOVA Products, Inc. warrants that the product categories listed above will be free of defects in material and workmanship when properly installed and serviced during normal residential or light commercial installation applications per the table below. Unless specifically stated otherwise, the warranty start date begins on the date of delivery.

Material	Warranty Period
Vitreous China	65 years limited warranty
Valves	5 years warranty

Subject to the terms and conditions listed below, KOVA Products, Inc. will repair, provide a replacement part or product, or refund the original purchase price for defective products during the warranty period. The decision to resolve warranty defects by repair, replacement, or refund will be made at KOVA Products, Inc.'s sole discretion. KOVA Products, Inc. recommends using a licensed professional for all installations or repairs.

THIS IS A LIMITED WARRANTY. THE FOLLOWING CONDITIONS ARE NOT COVERED BY THE WARRANTY:

1. Faults or damage, including breakage, caused by installation⁴ error, improper maintenance, neglect, altering, tampering, or careless operation or handling of the products that are not in accordance with KOVA Products, Inc. instructions or specifications, or if it is used for other than the intended purpose after the product has been delivered and accepted by the receiving party – whether performed by a contractor, service company, or yourself – are excluded from this warranty.
2. Damage caused by the use of cleaners not in compliance with cleaning recommendations.
 - a. The use of high concentration of chlorine or chlorine related cleaning products can seriously damage plumbing fixtures and fittings. This damage can cause leakage and serious property damage.
3. This warranty does not cover damage caused using in-tank cleaners. These products can seriously corrode the fittings in the tank. Katerra is not responsible for any damage caused by the use of in-tank cleaners.
4. Normal wear and tear due to the normal aging of the product, including parts that are expected to deteriorate over time. Gloss reduction, scratching, abrasions, deterioration (due to the use of paints, solvents, or other chemicals), staining or alkaline etching of the finish over time due to use, cleaning practices, or water or atmospheric conditions, are not manufacturing defects but are indicative of normal wear and tear.

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- a. This warranty does not cover temporary marks on the products including but not limited to metal marks, fingerprints or smudges or other temporary marks made by household items.
 - 5. This warranty does not cover products that the customer decides they do not like after installation due to color, styles, or other opinions based on personal preference.
 - 6. This warranty does not cover cosmetic damage not reported in the first 48 hours after delivery. All products must be inspected prior to installation. Installation of products with visual defects or nonconformities apparent prior to installation voids this warranty.
 - 7. Discoloration, rust, or oxidation resulting from caustic or corrosive environments including but not limited to high salt concentrations, high moisture, humidity, or exposure to chemicals. Installation applications within 5 miles (8 kilometers) of a body of saltwater are considered high salt concentration environments.
 - 8. Damage caused after delivery, including damages to the finish of appliance or home incurred during installation, including but not limited to floors, cabinets, countertops, walls, etc.
 - 9. Damage from children, pets, or insects.
 - 10. KOVA Products, Inc. is not responsible for damage or injury caused in whole or in part by natural calamities or acts of God, (including but not limited to earthquakes, tornadoes, tropical storms, hurricanes, lightning, windstorm, fires, floods), exposure to corrosive contaminants, (including but not limited to salt water or chemicals in storm waters), explosions, biological infestations, improper storage or handling, job site conditions, architectural and engineering design, structural settling or movement, acts of vandalism, or accidents.
 - 11. Outdoor installation: Unless specifically stated otherwise, this product is not recommended for outdoor installations, installation in indoor swimming pools, shower pans, grill tops, hot tubs, saunas, steam rooms, recreational vehicles, air- or water-going vessels.
 - 12. Labor: This warranty is for material only and KOVA Products, Inc. is not responsible for labor charges – including installation, removal, and reinstallation; or other incidental or consequential costs associated with surrounding material such as countertops, walls, ceilings, paint, cabinets, or flooring. The original purchaser may be covered by a separate workmanship or installation warranty from the general contractor or licensed professional who installed the product.
 - 13. Light Commercial Use: Unless specifically stated otherwise, this limited warranty is extended to light commercial applications – including multi-family apartment units, schools, professional office buildings, retail, hospitality guest rooms, and other similar installation applications only. Excluded from this limited warranty are operating environments and usage scenarios that significantly differ from normal residential usages patterns and operating conditions. Examples include industrial/manufacturing workspaces where employees are regularly required to wear personal protective equipment (hard hats, safety glasses, protective coveralls, etc.), professional kitchens & restaurants, food service, laundromats, hospitals, laboratories, and other high-volume, heavy-use, harsh or chemically
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caustic environments. If there are questions as to the type of use that is considered "Light Commercial", please contact your KOVA Products, Inc. sales representative prior to purchase and installation.

The cost of repair or replacement under the above excluded circumstances shall be borne by the customer.

Under no circumstance shall the liability of KOVA Products, Inc. exceed the original purchase price of the warranted product(s).

Repaired parts or replacement units are warranted for the remaining portion of the original unit's warranty period. The original warranty period is not extended by repair or replacement activities.

This limited warranty is non-transferable and only applies to the original owner and the original installation location in the United States. Proof of purchase is required for any warranty claim.

DISCLAIMER OF IMPLIED WARRANTIES

IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO ONE YEAR OR THE SHORTEST PERIOD ALLOWED BY LAW. SOME STATES DO NOT ALLOW LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS, SO THIS LIMITATION MAY NOT APPLY TO YOU.

LIMITATION OF REMEDIES – EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES

The remedies contained herein are the only remedies available for breach of this warranty. KOVA Products, Inc. shall not be liable for incidental or consequential damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so these limitations and exclusions may not apply to you.

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

WARRANTY CLAIMS

To submit a warranty claim, please email warranty@kovaproducts.com. Product description, model or part number, serial number, and proof of purchase are required to support any warranty claims.