**AMERICAN STANDARD**

**WARRANTY POLICY**

**November 1, 2018**

**Lixil INDIA Pvt ltd.**

**504-505 ,5th Floor, Ratan Galaxie, Nehru Road, Mulund West Mumbai-400080**

**Toll Free -18001028372 Monday to Sunday from 09.00 Hrs to 18.00 Hrs**

**E Mail-warranty.supportindia@lixil.com Website**-www.**americanstandard.in**

**Version 1.1**

**Corporate Office:- LIXIL India Pvt. Ltd. 10th floor, Baani, Address One, Golf Course Road, Sector 56, Gurugram, Haryana 122011, India**

**Warranty Policy**

Dear Customer,

Congratulations!!!

You are the proud owner of American Standard product. Lixil India’s Sanitary ware Products (Sanitary Ware like Lavatories, Toilets, etc.), Bathing Products and Faucets (“Product”) used in residential and non-residential commercial settings are warranted to be free of defects in the material and workmanship for the period of time set forth in the warranty coverage chart as detailed in Annexure I.

The warranty terms of American Standard Product shall be governed by this warranty policy the terms and condition of which are described as follows:

1. Definitions:
2. “**Authorised Sales Channel**” shall mean the authorized sales channel of Lixil India and listed on its website-www.americanstandard.in
3. “**Authorized Service Franchisee/Representative** “shall mean a party (franchisee) or representative is allow to have access to a business's (the franchiser) proprietary knowledge, processes, and trademarks in order to allow the party (franchisee) or representative to provide a service under the business's name.
4. “**Customer**” shall mean the original customer or first customer which purchased the Product from the Authorised Sales Channel of Lixil India.
5. “**Lixil India**” shall mean Lixil India Private Limited having its registered office at 504-505, 5th Floor, Ratan Galaxie Nehru Road, Mulund West Mumbai-400080
6. “**Invoice**” shall mean the invoice issued by the Authorized Sales Channel with regard to a particular Product purchased by the Customer.
7. “**Produc**t” shall include Lixil India’s Sanitary ware Products (Sanitary Ware like Lavatories, Toilets, etc.), Bathing Products and Faucets purchased through authorized sales channel of Lixil India.
8. “**Warranty Commencement Date**” shall mean the date of purchase of the Product by the Customer as mentioned in the Invoice issued by the Authorised Sales Channel of Lixil India.
9. “**Warranty Period**” shall mean the period commencing from the Warranty Commencement Date till such period as defined in Annexure I.
10. “**Warranty Policy**” shall mean this warranty policy and shall include the amendments made thereto by Lixil India from time to time.
11. The Warranty against any Product shall commences from the Warranty Commencement Date and shall continue to be valid for Warranty Period as defined in Annexure I except for such cases as described in the Warranty Policy.
12. Warranty includes repairing of defective Product/parts and does not apply to damage of Products resulting from abnormal use, misuse, abuse, neglect or accident. The Product may consist of several different parts and different parts may be covered by a different Warranty Periodas described in Annexure I.
13. During the Warranty Period if (in the opinion of Lixil India) the defect is due to defects in the material or workmanship, Lixil India or its Authorized Service Franchisee/Representative will, at its sole discretion, repair or replace free of cost, any defective component or part of the product, subject to the terms and conditions described below:
14. Lixil India sells its Product only through Authorised Sales Channel. Lixil India strongly recommends to purchase the Product through our Authorised Sales Channel only. Any Product purchased through unauthorized Sales Channel can be void of Warranty and aftersales services.
15. Warranty is applicable only if the Customer has registered the Products with company through E-Warranty registration process (available at company website - www.americanstandard.in) and producing valid E-Warranty Certificate at the time of service visit. In case customer is unable to produce E-Warranty Certificate/Valid Serial Number of product, warranty terms will be applicable at sole discretion of Lixil India.
16. Lixil India or its Authorized Service Franchisee/Representative solely can service/repair the Product.
17. Lixil India is not bound by any obligation to carry out repairs/replacement in specified time period, while every effort will be made by Lixil India to carry out repairs/replacement at earliest.
18. This warranty is only effective if proof of purchase (original sales/purchase Tax Invoice) or E-Warranty certificate is provided with all warranty claims or requests. This warranty is not transferrable and confined to original purchaser/first purchaser of the product only. Customers are therefore required to keep the original invoice or E-Warranty Certificate of product safely.
19. The service/repair of the warranty shall be provided only within the municipal limits of the town or city where the branch office of Lixil India or Authorized Service Franchisee/Representative is located.
20. This warranty does not include payment of or responsibility for any excise duty, central taxes, state taxes and octroi or other local taxes assessed to the parts supplied or repaired during the warranty period. The same shall be borne by customer.
21. Warranty Period shall not be extended for any reason whatsoever including but not limited to:
22. in case the Product has not been installed after purchase or has not been in the use for any part or whole of the Warranty Period .
23. Due to time consumed for the repair/ replacement of parts including transit of the Product
24. Lixil India shall make its best endeavor to provide onsite warranty services but due to unavoidable/exceptional circumstances the product may be required for offsite inspection at Company's service center/Service Centre of company's authorized service associate. Lixil India shall not be liable to provide any alternative Product for temporary use in such case and shall not be liable for any cost or consequences incurred by the customer due to offsite inspection.
25. In the event of any repairs/replacement of any parts of the Product, Lixil India endeavor to use new parts however in case fresh parts are not available then Lixil India shall have every right to use refurbished parts and in either case this warranty shall thereafter continue and remain in force only for the unexpired Warranty Period.
26. This warranty remains applicable only if the Product has at all times been used strictly in accordance with the terms of this warranty and has not been improperly or negligently handled. This warranty is not valid or effective if the Products are not installed according to the instruction manual.
27. . This warranty does not cover problems arising from insufficient water pressure, excessive water impurities/hardness beyond the norms of drinking water or improper care and cleaning. Guidelines for proper care and cleaning\*\*\* are mentioned below. Lixil India is not responsible for labor charges, installation or other incidental or consequential. All such cost shall be borne by customer.
28. In the event of non-availability of components or parts due to any reason whatsoever, neither Lixil India nor its Authorized Service Franchisee nor the Dealer will be responsible or liable for any delay that may be caused to service/repair of the Product. Replacement of parts would be purely at the discretion of Lixil India alone. In case of the replacement of entire unit is being made, (subject to the sole discretion of Lixil India), the same product shall be replaced with a new or remanufactured product. In the event of product obsolescence, a suitable replacement will be chosen based upon the features, the intended use (subject to the sole discretion of Lixil India) and the retail price of the original product. In the event of product obsolescence Lixil India cannot guarantee the same color or aesthetic attributes as the original product.
29. Lixil India or its Authorized Service Franchisee/Representative reserves the right to retain any part/s or component/s replaced at its discretion in the event of a defect noticed in the product during the Warranty Period.
30. For Products sold in India, only this Warranty document is applicable. Any reference to any other warranty document will not be considered.

The warranty does not cover any accessories external to the product.

1. After completion of Warranty Period, in case of any defect, standard charges will be charged from Customer as per standard labor charges defined by Lixil India. The labor charges are subject to the latest rate card defined by Lixil India.

Commercial and Project customers warranty period shall commence on the basis of period mentioned on E-Warranty Certificate provided at the time of project handover /completion.

1. Defined warranty period is applicable to 'Products' only.
   1. For Residential Customers **-**After three years from date of purchase, service visit charges will be applicable as per the standard rates of labors and/or parts (as the case may be), prevailing and defined by company at that point of time.
   2. For Commercial and Projects Customers**-** After three years from Warranty Start date as mentioned on E-Warranty Certificate, service visit charges will be applicable as per the standard rates of labors and/or parts (as the case may be), prevailing and defined by company at that point of time.
2. Warranty is valid and applicable to the products which are licensed for sale and purchased in India through authorized Sales channel of the Company only. Parallel imports (Grey market products) are excluded from this warranty.
3. Replacement/Refund Clause

* If the product can’t be repaired due to non-availability of spares part, or repeated failure or high repair cost, then replacement or refund is offered to customer.
* Replacement/Refund shall be subject to Depriciaton policy and shall be based on price mentioned on the invoice.
* If a product fails to perform during Warranty Period, then the customer service team will assess the facts and take any of following actions: -
* Replace it with the same model.
* Replace it with the upgraded model, in case if same model is discontinued or not available.
* Make a refund (in case if customer shows his unwillingness to accept replacement)

The remedy set forth in this Warranty Policy constitute Lixil India’s sole and exclusive remedy offered by Lixil India vis its Products. Except as mentioned in this Warranty Policy, Lixil India shall not be liable for direct, indirect, incidental, consequential, special or exemplary damages caused to the customer, including but not limited to loss of revenue or anticipated profits or lost business.

If any provision of this Warranty Policy is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Warranty Policy, which shall remain in full force and effect.

This Warranty Policy and the Annexures attached hereto, integrate all the terms and conditions mentioned herein or incidental hereto and supersedes all oral negotiations and prior writings in respect of the subject matter hereof.

Lixil India reserves its right to amend, modify or alter the terms of this Warranty policy at its sole discretion and the same shall become binding on the Customer. Any modification, amendment or alteration shall be published on its website.

This is Lixil India’s exclusive warranty. The decision of Lixil India regarding the warranty is final and

binding. All disputes are subject to the jurisdiction of Haryana Court only.

**This warranty is not applicable or shall stand void in the following cases:**

* Proof of purchase not shown to company's authorized service representative at the time of repair/making claim.i.e. invoice in original and/or E-Warranty Certificate. For such cases, services may be rendered on chargeable basis as per the standard rates of labor and/or parts (as the case may be), prevailing at that point of time.
* The Product is not installed/ used according to the instruction given in instruction/installation manual.
* Site conditions, where the product is installed, does not confirm to the recommended operating conditions of product as specified in the instruction manual of the product (supplied along with the product).
* Defect(s) caused by improper use, negligent handling damage, misuse, tampering, neglect or lack of care and in case of alterations or repair carried out by unauthorized persons, as determined by the company.
* Defect is caused due to the cause beyond reasonable control like lightning, flood, riots, acts of god, abnormal water supply/pressure, Surge Voltage from power source or while in transit from dealer's outlet to purchaser's residence.
* Defects or damage from operation, maintenance, installation, adjustment, any alteration or modification of any kind.
* This warranty will automatically terminate on the expiry of the Warranty Period, even if the product may not be in use for any time during the warranty period for any reason.
* Any failure caused by an unsupported or third-party component will not be covered in warranty.
* In case of any third party component/spare/product used in conjunction with the American Standard Products and which is affecting product functionality/usage/performance.
* Defects/Damage caused by household pets, rats, cockroaches, lizards or any other animals/insects.
* Incase Electric Printed Circuit Board(PCB) that is burnt due to improper Earthing/Grounding.if the Products are not installed according to the instruction manual.
* If the Profudct is purchased from unauthorised dealer.
* Improper handling of the Products.
* Improper care and cleaning of the Product.

**How to make a Warranty Claim:**

To submit and/or avail a warranty claim, please contact American Standard Customer Service at warranty.supportindia@lixil.com. Telephonic enquiries shall be directed to American Standard toll free no.1800- 102- 8372 between 09.00 Hrs. and 18.00 Hrs. all days of the week, however excluding public and national holidays.

Please provide all applicable information regarding your claim that also shall include:

* Product/Model Number;
* Proof-of-purchase (copy of your original sales receipt, purchase order, or invoice), the date when the product was purchased from a Lixil India channel partner or directly or Product Serial Number in case if product is registered with company
* Complete description of the problem with supporting documentation/s as applicable.

**\*\* Care and Cleaning Tips:**

* Always test your cleaning solution on an inconspicuous area on the product applying to entire surface.
* Do not allow harsh cleaners to sit or soak on the product.
* Wipe surfaces clean and rinse completely with water immediately after applying cleaners.
* Clean the fitting with just a little soap and a damp cloth. Then simply rinse off and wipe dry. You can prevent lime scale by drying the fitting after each use. If lime scale deposits form, remove them with **Grohe Clean**, our environmentally friendly cleaner.
* We also advise against the use of solvents or acidic cleaners, lime scale removers, household vinegar and cleaning agents containing acetic acid. They will attack the surface and leave your fitting looking dull and scratched. Because the formulae of commercially available cleaners are changed frequently.
* Use a soft, dampened sponge or cloth to clean, never use abrasive material like a bristle brush or scouring pad
* Wherever gold or platinum metal is used on products, use only warm water/**Grohe Clean** to clean and then dry the surface with a soft cloth.

**\*\* Never use cleaners containing abrasive cleansers, ammonia, bleach, acids, waxes alcohol, solvents or other products not recommended for chrome. This will void the warranty.**

**Customer Guidelines**

* To ensure uninterrupted pressure of water, it is advisable to keep the pipelines straight with minimum number of bends, which will support smooth flow of water.
* All the supply lines must have vent pipes. These vent pipes help in removing air-locking in the water supply to give a smooth flow of water from the fittings.
* Prior to plastering or fixing tiles, test the working of all the installed concealed fittings on a high pressure to check for leakage insert, if any.
* Place the outlet point in the overhead tank at least 25 cm above the ground level of the tank. This prevents the flow of foreign particles, sand etc., along with water supply into the fittings and thereby prevents the possible damage to the working parts. Clean the tank thoroughly before the supply starts. It is suggested that the overhead tank must be cleaned at regular intervals to avoid inflow of foreign particles.
* To protect the fine finish of fittings from dirt, stains and other damages during construction, cover them with cloth or polypack after their installation, till they come into actual use.
* Buy Amer
* American Standard products from company's Authorized Dealers only to ensure genuine quality material.
* Insist on genuine spares from company's Local spare part dealers or its Authorized Stockiest in case of any repair or replacement.
* Strictly follow the instructions manual provided for individual items in their packing boxes for their correct installation & maintenance.

**ANNEXURE I**

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| **WARRANTY CHART (Faucets & Fittings\*\*)** | | |
| Product Category | Residential Warranty Period | Commerical and Projects Waranty Period |
| CP Fittings (Faucet/Diverters/Concealed Bodies/Thermostat/Showers ^/Mixer (Basin/Kitchen)) | 10 Years | 10 Years |
| Commercial Products (Urinal, Hand dryers) | 5 Years | 5 Years |
| Cistern (In wall Tank)/Cistern Plate | 5 Years | 5 Years |
| Sensors, Electronic Circuits, Electrical Assemblies, Solenoid Valves, | 2 Years | 2 Years |
| Accessories (Angle Valve, Soap Dispenser), Flexible Hose Pipe, Clamps, Connection Tubes. | 2 Years | 1 Years |
| Mechanical Components (Fill/Beta Valves), Health Faucet and Hose Pipe, Hand Shower hose, Bath Tub | 2 Years | 1 Year |
| Cartridge, Thermo-element, Diverter Button, Head Part | 3 Years | 3 Years |
| Flush Valve\*\*\* | 10 Years | 5 Years |
| Shower Toilet Seat Cover /E Bidet seat covers, | 2 Years | 2 Years |
| Consumable Parts like Battery, Aerators, NRV, Fastening set, O-rings, screws, Extension, Remote control, Power Adapters, Power cables | NIL | NIL |

^ Genie & Spectra - 5 Years (Residential & Commerical)

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| **WARRANTY CHART (Ceramic, Sanitary ware and Bathing Products)** | | |
| Product Category | Residential Warranty Period | Commercial and Projects Warranty Period |
| Vitreous China, Bath Tub | 10 Years | 5 Years |
| Acrylic, Bath Tub | 2 Years | 1 Year |
| Cast Iron | 10 Years | 10 Years |
| Toilet Seat / Hinges / seat cover | 2 Years | 1 Years |
| Shower toilet Ceramic Bowl | 10 Years | 10 Years |
| Electronic & Electrical components \*& Shower Toilet Seat cover | 2 Years | 2 Years |
| In-wall tank (Concealed) | 3 Years | 3 Years |
| Internal Fittings- Dicharge/Beta Valve, Inlet/Fill Valve, base, etc. | 2 Years | 1 Year |

**\* Electrical / Electronic Components such as Sensor/ Motor/ Pump/ Solenoid Valve/ Heater/ Circuits Boards/ Blower Controller are considered as Electronic/ Electric Components.**

**\*\* Fittings comprise of spares/accessories of Sanitary ware and Bathing Products and include such as Fill Valve Assembly, Flush Valve Assembly, Jets, Dial Trim, Chromatherapy lights.**

**\*\*\* Flush Valve warranty will not be applicable in case of usage with STP treated water or defects observed due to any other water related impurities.**