

# noken

PORCELANOSA BATHROOMS

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## WARRANTY CERTIFICATE

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Noken Design, S.A. (“NOKEN”) hereby warrants to the original buyer (“Buyer”) that the bathtubs sold by Noken in the United States of America and Canada under the Noken brand on or after May 4th, 2019 (“Products”), have been manufactured with great care, overcoming rigorous technical and safety controls before leaving the factory; and, when properly handled, installed and in use, will conform to applicable manufacturing specifications.

This warranty consists of free repair or replacement, at the manufacturer’s discretion, of manufacturing defects found in the Product under warranty or in the materials that comprise it. It shall not include consumables, accessories, or wear and tear to the components caused by normal use.

The warranty would not be extended, in any case, to cover any direct or indirect damages to people or things that are not attributable to manufacturing defects or which may be due to a forced interruption of its operation. Warranty does not cover the cost of any work needed before or after the repair, neither the replacement nor maintenance necessary to perform on the equipment when an easy access to the Product to proceed with the work has not been provided.

### COMMERCIAL WARRANTY

In the event that any of the Products sold for installation in a commercial setting or sold to a contractor or other commercial Buyer for installation in a residential setting are found to be defective, Noken will, at its sole option, repair, replace or adjust the defective Products (or affected components), provided that the Buyer has given written notice of defect to Noken within 24 months of the original purchase date together with proof of purchase (original sales receipt). For electrical and electronic components, accessories (waste pipe and trap), chrome, gold and special finishes, feet and chassis the warranty is 12 months of the original purchase date.

This warranty excludes any labor, installation, transportation, renovation or other incidental or consequential loss. Noken offers 6 month warranty for repairs and replacements made by authorized personnel.

This warranty is subject to (a) NOKEN’s receipt of written notice from the Buyer of the alleged failure or defect within the term of warranty, together with proof of purchase (original sales receipt).

### RESIDENTIAL WARRANTY

In the event that any of the Products sold to a non-commercial Buyer and installed in a residential setting are found to be defective, NOKEN will, at its sole option, repair, replace or adjust the Products (or affected components) provided that the Buyer has given written notice of defect to NOKEN within 60 months of the original purchase date, except for electrical and electronic components, accessories (waste pipe and trap), chrome, gold and special finishes, feet and chassis that the warranty is 12 months of the original purchase date.

Noken offers 6 month warranty for repairs and replacements made by authorized personnel. This warranty is subject to (a) NOKEN’s receipt of written notice from the Buyer of the alleged failure or defect within the term of warranty, together with proof of purchase (original sales receipt), and (b) the limitations set out below under “Other Warranty Information” and those set forth in any applicable terms and conditions of sale.

### OTHER WARRANTY INFORMATION

EXCEPT AS EXPRESSLY SET FORTH ABOVE, NOKEN MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS PRODUCTS, AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Such warranty (“this warranty”) shall be void upon the occurrence of any one or more of the following events: (a) defects, damage or failure caused by the carrier, installer or any other third party; (b) the Products are installed in a way that is contrary to specifications applicable to the Products; (c) the Products are damaged or malfunction as a result of modifications of any type made to the Products for any reason, or components supplied by the installer; (d) damage caused by accident, or damage caused for any other reason unrelated to defects in the manufacturing of the unit (i.e.: changes on the voltage, power supply failures etc.); (e) damages caused by incorrect operation, negligent or improper use of the unit; (f) the Products are damaged because

of lack of proper routine maintenance, or use of abrasive or improper cleaners; (g) defects or damage that could and should have been discovered, repaired or avoided by proper inspection and testing before installation; (h) the Products are damaged by acts of God, such as storms, floods, lightning, earthquakes and other natural disasters; (i) the Product's installation in a saline, adverse and/or dangerous environment; (j) using seawater, algae or sludge; (k) The bad quality of water supplies or adverse atmosphere of the place where the Product is installed. (N.B. The use of highly concentrated chlorine and cleaning products containing chlorine can severely damage the unit's This damage might lead to leaks and serious problems.)

- Wear to wear and tear parts such as seals;
- Breakage of breakable components such as glass or bulbs;
- The exhaustion of consumable materials such as batteries, filters, aerators;
- Display products and similar.
- Missing pieces that have not been reported within the first 30 days after the original purchase date.

This warranty does not cover variations in color or shade fidelity between catalogue images and the actual Products, nor does it include labor, transportation, or other costs incurred in the removal and/or reinstallation of the original Products and/or installation of replacement Products, or any costs incurred in obtaining access for repair. To the maximum extent permitted by applicable law, Noken expressly excludes from this warranty, and will not pay for any consequential losses and incidental damages, including without limitation direct or indirect, consequential, special or punitive damages. This warranty extends only to the Buyer and is not transferable.

Presenting the warranty together with the bill of sale or having these documents on hand if the Technical Service is directly notified is required. If the establishment where the purchase was made cannot be contacted, claims can be addressed to any Porcelanosa store, authorized distributor or to Noken's official Technical Service.

For this warranty to remain valid, all work done to the Product during its term must be performed by technical service authorized by Noken. Noken cannot be held responsible for the loss of the Product; for any accidental or consequential damage caused by the original Buyer; or for any other expense not specifically indicated in the above paragraphs. Under no circumstances shall Noken's liability exceed the purchase price of the Product. This certificate, together with the sales invoice, is the only valid warranty provided by Noken for all Products sold from May 4th, 2019 onwards; no modifications thereto will be accepted.

Any controversy arising from the interpretation and/or application of this certificate of guarantee shall be submitted to the Courts and Tribunals of Vila-Real, Castellón (SPAIN), except in the event of claims placed by the consumer or user, in which case the following procedures may be adopted:

- Consumer arbitration.
- The Courts and Tribunals corresponding to the consumer and user's address or the place of performance of the obligation.

This warranty provides specific legal rights; other rights may apply and vary from state to state. Noken will not be responsible for any statements or representations made in any form that go beyond, are broader than, or are inconsistent with any authorized literature or written specifications furnished by Noken. Some states do not allow limitations on how long an implied warranty lasts, or on special, incidental, or consequential damages. As a result, some of these limitations may not apply to you.

**To obtain warranty service, contact Porcelanosa in writing: [info@porcelanosa-usa.com](mailto:info@porcelanosa-usa.com). Please visit our website for additional information on Porcelanosa and its Products and services.**