ENGLISH

WARRANTY

1. TOTO warrants its electronic flush valves, faucets and soap dispensers ("Product") to be free from defects in materials and workmanship during normal use when properly installed and serviced, for a period of three (3) years from date of purchase. This limited warranty is extended only to the ORIGINAL PURCHASER of the Product and is not transferable to any third party, including but not limited to any subsequent purchaser or owner of the Product. This warranty applies only to TOTO Product purchased and installed in North, Central and South America.

2. TOTO's obligations under this warranty are limited to repair, replacement or other appropriate adjustment, at TOTO's option, of the Product or parts found to be defective innormal use, provided that such Product was properly installed, used and serviced in accordance with instructions. TOTO reserves the right to make such inspections as may be necessary in order to determine the cause of the defect. TOTO will not charge for labor or parts in connection with warranty repairs or replacements. TOTO is not responsible for the cost of removal, return and/or reinstallation of the Product.

3. This warranty does not apply to the following items:
   a. Damage or loss sustained in a natural calamity such as fire, earthquake, flood, thunder, electrical storm, etc.
   b. Damage or loss resulting from any accident, unreasonable use, misuse, abuse, negligence, or improper care, cleaning, or maintenance of the Product.
   c. Damage or loss resulting from sediments or foreign matter contained in a liquid soap system.
   d. Damage or loss resulting from improper installation or frominstallation of the Product in a harsh and/or hazardous environment, or improper removal, repair or modification of the Product.
   e. Damage or loss resulting from electrical surges or lightningstrikes or other acts which are not the fault of TOTO or which the Product is not specified to tolerate.
   f. Damage or loss resulting from normal and customary wear and tear, such as gloss reduction, scratching or fading over time due to use, cleaning practices or water or atmospheric conditions, including but not limited to, the use of bleach, alkali, acid cleaners, dry (powder) cleaners or any other abrasive cleaners or the use of metal or nylon scrubbers.

4. In order for this limited warranty to be valid, proof of purchase is required. TOTO encourages warranty registration upon purchase to create a record of Product ownership at http://www.totousa.com is required. TOTO encourages registration upon purchase and failure to register will not diminish your limited warranty rights.

5. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE, PROVINCE TO PROVINCE OR COUNTRY TO COUNTRY.

6. To obtain warranty repair service under this warranty, you must take the Product or deliver it prepaid to a TOTO service facility together with proof of purchase (original sales receipt) and a letter stating the problem, or contact a TOTO distributor or products service contractor, or write directly to TOTO U.S.A., INC., 1155 Southern Road, Morrow, GA 30260 (888) 295 8134 or (678) 466-1300, if outside the U.S.A. If, because of the size of the Product or nature of the defect, the Product cannot be returned to TOTO, receipt by TOTO of written notice of the defect together with proof of purchase (original sales receipt) shallconstitute delivery. In such case, TOTO may choose to repair the Product at the purchaser's location or pay to transport the Product to a service facility.

THIS WRITTEN WARRANTY IS THE ONLY WARRANTY MADE BY TOTO. REPAIR, REPLACEMENT OR OTHER APPROPRIATE ADJUSTMENT AS PROVIDED UNDER THIS WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO THE ORIGINAL PURCHASER. TOTO SHALL NOT BE RESPONSIBLE FOR LOSS OF THE PRODUCT OR FOR OTHER INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR EXPENSES INCURRED BY THE ORIGINAL PURCHASER, OR FOR LABOR OR OTHER COSTS DUE TO INSTALLATION OR REMOVAL, OR COSTS OF REPAIRS BY OTHERS, OR FOR ANY OTHER EXPENSE NOT SPECIFICALLY STATED ABOVE. IN NO EVENT WILL TOTO'S RESPONSIBILITY EXCEED THE PURCHASE PRICE OF THE PRODUCT. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTIES, INCLUDING THAT OF MERCHANTABILITY OR FITNESS FOR USE OR FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.