

Flushmate® Limited Warranty

FLUSHMATE® LIMITED WARRANTY

Effective Date: This Limited Warranty applies only to eligible Flushmate Products purchased from April 1, 2020 through January 1, 2021. Products purchased before April 1, 2020 or after January 1, 2021 are subject to the version of Flushmate's Limited Warranty in effect as of the applicable purchase date*.

Five-Year Limited Warranty on Vessel

For a period of five (5) years from the Purchase Date (defined below), subject to the terms, conditions, limitations and exclusions herein, Flushmate ("**Flushmate**"), warrants to the end-user owner ("*you*" and "*your*") of the first toilet fixture in which your Flushmate Pressure-Assisted System (the "**Flushmate System**") is installed that the vessel included in the Flushmate System (the "**Vessel**") will be free from defects in materials and workmanship. The "**Purchase Date**" for purposes of this Limited Warranty shall be the actual date of purchase by you so you should keep your dated sales receipt for warranty registration and claims purposes. In the absence of proof of the actual Purchase Date, the Purchase Date shall be the date of manufacture per Flushmate's records based on the date-coded serial number printed on the Flushmate System.

One-Year Limited Warranty on Ancillary Components

For a period of one (1) year from the Purchase Date, subject to the terms, conditions, limitations and exclusions herein, Flushmate warrants to you that the Ancillary Components (defined below) of the Flushmate System will be free from defects in materials and workmanship. The "**Ancillary Components**" for purposes of this Limited Warranty include all components and parts of the Flushmate System (other than the Vessel), including flush cartridges, duckbill valves, screens, upper supply, lower supply, push buttons, handle kits, the INTELLIFlush™ System (if applicable), and replacement parts for each of the foregoing components.

What is covered by this Limited Warranty?

During the relevant warranty period, Flushmate will, at its option, repair or replace the Vessel and/or Ancillary Component(s) (individually or collectively, "**Covered Part(s)**"), or refund the purchase price thereof, to the extent such Covered Part(s) fails to conform with this Limited Warranty under normal use and service. Repair, replacement or refund, as elected by Flushmate in its sole discretion, shall be your sole and exclusive remedy under this Limited Warranty. Unless waived by Flushmate, the defective Covered Part(s) must be returned to Flushmate at your cost. If Flushmate elects to replace any Covered Part(s) thereof, Flushmate will send the replacement item(s) by normal (non-expedited) shipment method of Flushmate's choosing. Replacement products and parts are warranted for the remaining portion of the original warranty period or 90 days, whichever is greater.

What is Not Covered by this Limited Warranty?

Any damage, defect or malfunction caused by abuse, misuse, neglect, vandalism, accident, act of God (*e.g.*, flood, fire, lightning), or other cause beyond the reasonable control of Flushmate is not covered by this Limited Warranty. Also, any damage, defect or malfunction resulting from one or more of the following is not covered by this Limited Warranty: faulty or improper repair or installation of the Flushmate System or any Covered Part; improper or deficient plumbing and/or water supply (*e.g.*, supply line pressures greater or less than those specified in Flushmate's applicable published materials); use of a non-potable, highly-corrosive or hot/tempered water supply; alteration or modification of the Flushmate System or any Covered Part; use of accessories, components, parts or attachments not manufactured by Flushmate; failure of any fixture, device, part, accessory or product not sold or manufactured by Flushmate; use of anti-freeze, chemical agents, petroleum-based lubricants or cleaning products containing harmful substances (*e.g.*, household bleach, drop-in blocks or tablets, or disinfectants); improper storage or handling of the Flushmate System or Covered Part(s); failure to operate, maintain and/or repair the Flushmate System in accordance with Flushmate's instructions; and/or use of the Flushmate System in an application other than as published in Flushmate's Owner's Manual or other technical and promotional materials. Wrenches and installation packs are not part of the Flushmate System and are not covered by this Limited Warranty. This

Limited Warranty only covers the cost of repairs performed by Flushmate or its authorized service provider in the event that Flushmate elects to repair (as opposed to replace) the Covered Part(s) as its choice of remedy hereunder. To the maximum extent permitted by applicable law, no claims will be allowed for labor charges, transportation (including expedited shipping) or other costs and incidentals, all of which are your sole responsibility. Furthermore, this Limited Warranty only covers the Flushmate System and does not cover any fixture, plumbing device or other non-Flushmate part or accessory. This Limited Warranty will not continue to provide coverage if your Flushmate System is removed and reinstalled on a different toilet fixture.

What Are Your Responsibilities?

Flushmate encourages you to register the Flushmate System, which can be done via the Flushmate website at www.flushmate.com or by calling the number provided in the following section (or by mailing your product registration card to the address set forth in the following section), but failure to register your Flushmate System will not diminish your legal rights. You are responsible to ensure that the Flushmate System has been installed, operated and maintained in accordance with Flushmate's Owner's Manual, technical materials and/or other written instructions or recommendations attached to or furnished with the product and/or posted on Flushmate's website at www.flushmate.com. If you contend that any Flushmate System and/or Covered Part(s) is/are responsible for any mechanical or other problems you experience, you must allow Flushmate the opportunity to inspect the products and verify/diagnose the condition before you make any repairs or alterations to the product. You must not remove the serial number or label(s) from the Flushmate system. Without limiting the other terms and conditions of this Limited Warranty, and any other defenses that Flushmate may have, you understand and agree that your failure to comply with the foregoing requirements will relieve Flushmate from any further responsibility to you under this Limited Warranty. Additionally, Flushmate strongly recommends that you use genuine Flushmate replacement parts when making repairs to your Flushmate System, and not replacement parts purchased from unauthorized resellers as such parts may be used, defective, counterfeit or not designed for use in your state, province or jurisdiction (and are not covered by this Limited Warranty); *provided, however*, following this recommendation is not a condition of this Limited Warranty.

How Do You Make a Warranty Claim?

You should initiate a claim under this Limited Warranty within 30 days of the discovery of the defect by either an email to warrantyinfo@flushmate.com or a call to Technical Support at 800-533-3460 and by following the instructions that are provided to you. Alternatively, you may mail your claim to Flushmate at Attn: Warranty Submission, 30075 Research Drive, New Hudson, MI 48165-8548. You must (a) obtain a Return Merchandise Authorization (RMA) number from Flushmate prior to returning any product and (b) include the RMA number and the serial number for the applicable Flushmate System and/or Ancillary Components(s) (and proof of purchase, including the Purchase Date, unless the product was registered with Flushmate within 30 days of its purchase). Any product returns, including returns for reasons other than warranty claims (*e.g.*, you ordered the wrong product), should be handled in accordance with Flushmate's returns policy if purchased directly from Flushmate or the returns policies of the party from whom you purchased the Flushmate System if not purchased directly from Flushmate.

DISCLAIMER OF WARRANTIES AND LIMITATION OF DAMAGES

THIS LIMITED WARRANTY SETS FORTH THE ENTIRE AGREEMENT BY FLUSHMATE REGARDING ITS LIABILITIES WITH RESPECT TO THE FLUSHMATE SYSTEM AND THE COVERED PARTS (INCLUDING THE VESSEL AND ANCILLARY COMPONENTS). EXCEPT AS STATED ABOVE IN THIS LIMITED WARRANTY, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FLUSHMATE DISCLAIMS ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES AND CONDITIONS WITH RESPECT TO THE FLUSHMATE SYSTEM AND COVERED PARTS (INCLUDING THE VESSEL AND ANCILLARY COMPONENTS). WITH RESPECT TO IMPLIED WARRANTIES THAT CANNOT BE DISCLAIMED UNDER APPLICABLE LAW, THEN TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FLUSHMATE LIMITS THE DURATION OF ANY APPLICABLE IMPLIED WARRANTIES TO THE DURATION OF THIS LIMITED WARRANTY (*i.e.*, 5 YEARS FOR THE VESSEL AND 1 YEAR FOR THE ANCILLARY COMPONENTS). IN ADDITION TO THE ABOVE WARRANTY DISCLAIMERS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL FLUSHMATE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES FOR LOST SALES OR LOST PROFITS, ARISING FROM OR RELATING TO THIS LIMITED WARRANTY OR THE PRODUCT, AND FLUSHMATE'S TOTAL

CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THIS LIMITED WARRANTY OR THE WARRANTED PRODUCT WILL NOT EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE WARRANTED PRODUCT.

Your Legal Rights Under This Limited Warranty and Applicable Law

This Limited Warranty gives you specific legal rights. You may also have other legal rights that vary by state, province, or jurisdiction. Likewise, some of the limitations in this Limited Warranty may not apply in certain states, provinces or jurisdictions under certain circumstances. For example, some states do not allow the exclusion or limitation of incidental or consequential damages, or limitation on how long an implied warranty lasts, so any such limitations or exclusions may not apply to you. The terms of this Limited Warranty will apply only to the extent permitted by applicable law. For a full description of your legal rights you should refer to the laws applicable in your jurisdiction and you may wish to contact a consumer advisory service or legal counsel of your choosing. This Limited Warranty is only provided to you if you install and use the Flushmate System in the U.S. or Canada.

Procedure for Resolving Disputes; Binding Arbitration; Class Action Waiver.

THIS LIMITED WARRANTY REQUIRES YOU AND FLUSHMATE TO RESOLVE DISPUTES ARISING OUT OR RELATING IN ANY WAY TO THIS LIMITED WARRANTY, ANY FLUSHMATE PRODUCT, ANY COVERED PART OR ANY WARRANTY CLAIM (a "**WARRANTY DISPUTE**") IN ACCORDANCE WITH THE FOLLOWING PROCEDURES UNLESS YOU CHOOSE TO OPT OUT OF ARBITRATION ALL DISPUTES BETWEEN YOU AND FLUSHMATE ARISING OUT OF OR RELATING IN ANY WAY TO THIS LIMITED WARRANTY OR THE FLUSHMATE PRODUCT OR COVERED PARTS SHALL BE RESOLVED EXCLUSIVELY THROUGH BINDING ARBITRATION, AND NOT IN A COURT OF GENERAL JURISDICTION. BINDING ARBITRATION MEANS THAT YOU AND FLUSHMATE ARE EACH WAIVING THE RIGHT TO A JURY TRIAL AND TO BRING OR PARTICIPATE IN A CLASS ACTION. You understand that you would have had a right to litigate disputes through a court, and that you have expressly and knowingly waived that right and agreed to resolve any dispute arising out of this limited warranty through binding arbitration.

Informal Resolution. You agree first to attempt to resolve the Warranty Dispute informally and in good faith by contacting Flushmate and providing a description of the Warranty Dispute and the relief requested. If the Warranty Dispute is not resolved within a reasonable time after Flushmate receives your notice, you may proceed as set forth below.

Binding Arbitration. Except as expressly provided below, any Warranty Dispute you assert against Flushmate shall be resolved by binding arbitration administered by the American Arbitration Association ("**AAA**") under the AAA Consumer Arbitration Rules if you are an individual using the Flushmate Product for personal, family, or household purposes, and otherwise under the AAA Commercial Arbitration Rules, in each case as modified by this Section and to the extent consistent with applicable law. The arbitration shall be conducted before a single neutral arbitrator. The arbitration may be conducted by telephone, by video conference, by written submissions, or at a location in Chicago, Illinois that is convenient for you and Flushmate, as determined by the arbitrator or agreed by the parties, and shall be conducted in English unless otherwise required by applicable law. Should either party bring a dispute in an arbitration forum other than AAA, the court or arbitrator may award the other party its reasonable costs and expenses, including attorneys' fees, incurred in staying or dismissing such other proceedings or in otherwise enforcing compliance with this arbitration provision.

Fees and Costs. If you are an individual using the Flushmate Product for personal, family, or household purposes, arbitration fees and costs shall be governed by the AAA Consumer Arbitration Rules and applicable law, which means generally that if you initiate the arbitration, you will be required to pay for costs of arbitration up to \$250.00. Flushmate will be responsible for paying all other costs of arbitration (including the arbitrator's professional fees),

unless the arbitrator determines that your claim was frivolous. If Flushmate initiates the arbitration against you, Flushmate will be responsible for all costs of arbitration. For non-consumer Warranty Disputes, arbitration fees and costs shall be allocated in accordance with the AAA Commercial Arbitration Rules, unless otherwise required by applicable law.

Authority of Arbitrator. The arbitrator shall have authority to resolve disputes regarding the formation, interpretation, applicability, enforceability, or validity of this Section, this Limited Warranty, and any Warranty Dispute, subject to the limitations set forth herein. The arbitrator may award any relief that would be available in an individual action in a court of competent jurisdiction, including any relief required by applicable law. Judgment on the award shall be final and binding on the parties and may be entered in any court having jurisdiction.

Class, Collective, and Representative Action Waiver. To the fullest extent permitted by applicable law, you agree that any Warranty Dispute shall be brought and resolved only on an individual basis. You waive any right to bring, maintain, participate in, or recover relief in any class, collective, consolidated, representative, private-attorney-general, or similar proceeding, whether in arbitration or in court. No arbitrator may consolidate your claim with any other person's claim or otherwise preside over any class, collective, consolidated, representative, private-attorney-general, or similar proceeding involving your claim, except to the extent this waiver is prohibited by applicable law.

Opt-Out Right. You may opt out of this arbitration provision by sending written notice of your decision to opt out to Flushmate no later than thirty (30) calendar days after the Purchase Date. Your opt-out notice must include your name, address, the Flushmate Product purchased, the Purchase Date, proof of purchase, and a clear statement that you wish to opt out of the arbitration provision in this Limited Warranty. If you timely opt out, this arbitration provision will not apply to you, but all other terms of this Limited Warranty will remain in effect.

Federal Arbitration Act. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq., to the fullest extent permitted by applicable law.

If any portion of this dispute resolution clause is determined by a court of competent jurisdiction or arbitrator to be invalid or unenforceable based upon any rule of law or public policy, all other terms, provisions and conditions of this dispute resolution clause shall nevertheless remain in full force and effect. Specifically, you and Flushmate each waive the right to any jury trial should this matter be ordered to proceed in court.

Separate Written Warranty Agreements. If you and Flushmate are parties to a separate written warranty agreement, including an electronic agreement, that is signed or affirmatively accepted by you and by an authorized representative of Flushmate and that expressly governs the Flushmate Product and warranty claim at issue, then the dispute-resolution provision in that separate warranty agreement will govern such warranty dispute to the extent it expressly applies. If no such separate warranty agreement applies, or if such agreement does not include an applicable dispute-resolution provision, then this Section will govern.

Relationship to Other Flushmate Terms. This Limited Warranty governs only warranty coverage, warranty exclusions, warranty duration, warranty claim procedures, and warranty remedies for eligible Flushmate Products. Purchases, sales, ordering, pricing, shipment, delivery, payment, returns, cancellations, website use, online content, accounts, design tools, and other non-warranty matters are governed by Flushmate's Terms of Sale, Terms of Use, applicable order confirmations, return policies, cancellation policies, and other commercial terms applicable to the

transaction. In the event of any conflict or inconsistency between this Limited Warranty and any other Flushmate term, this Limited Warranty controls only with respect to warranty coverage, warranty exclusions, warranty duration, warranty claim procedures, and warranty remedies.

ARBITRATION NOTICE: THE DETAILED PROCEDURES GOVERNING ARBITRATIONS UNDER THIS LIMITED WARRANTY CAN BE FOUND AT <https://www.flushmate.com/terms-of-use/> OR BY REQUESTING A COPY PURSUANT TO THE CONTACT INFORMATION PROVIDED IN THE ABOVE SECTION ENTITLED "HOW DO YOU MAKE A WARRANTY CLAIM?" PLEASE NOTE THAT IF YOU WISH TO OPT OUT OF THIS DISPUTE RESOLUTION PROCEDURE, YOU MUST DO SO IN ACCORDANCE WITH THE DETAILED PROCEDURES MENTIONED ABOVE, WHICH REQUIRES THAT YOU PROVIDE AN OPT-OUT NOTICE TO FLUSHMATE NO LATER THAN 30 CALENDAR DAYS AFTER THE PURCHASE DATE.

* The effective date appearing in the header of this page under the version control block is system-generated and is only for administrative and versioning purposes. That date does not constitute or modify the Effective Date or effectiveness of these Terms or Policies.