

# Warranty

BARIL offers a limited lifetime warranty on all of its products<sup>1</sup> against any defect affecting materials or any manufacturing defect. This warranty is offered and will benefit only the original purchaser of the product, for as long as such person remains the owner of the residence of the original installation and of the product. This warranty covers residential and multi-residential projects<sup>2</sup>.

The BARIL warranty covers all finishes as long as the product has been used under normal conditions and by strictly applying the maintenance conditions described on the website at [barildesign.com/maintenance](http://barildesign.com/maintenance).

Proof of purchase or the original purchase invoice must accompany any claim submitted to BARIL.

BARIL agrees, following its analysis, to provide as a replacement, as the case may be, one or more spare parts or the same product (or, if it is no longer available, a comparable product of equivalent value).

BARIL recommends retaining the services of a professional installer, competent and able to carry out the installation strictly and only according to the instructions provided by the manufacturer.

The owner-user is responsible for access to the residence for the installation or repair of the product. BARIL's aggregate obligation under this warranty shall in no event exceed the original purchase price of the faucet.

## \*Limitations:

- This warranty is limited to original BARIL products purchased from an **authorized BARIL retailer**.
- **All electrical and/or electronic parts and/or components are covered by a limited five (5) year warranty.** Batteries are excluded from any BARIL's warranty.

- The warranty period for any product installed as part of a **hospitality project (hotel, restaurant, spa, gym) is (1) one year** from the original purchase date from an authorized BARIL retailer/distributor.
- This warranty is **not transferable**.

## \*The warranty does not cover:

- Any BARIL product cleaned with abrasive, irritating or corrosive products or more generally any product not specifically recommended for cleaning faucets;
- Any BARIL product that has **not been installed in accordance with the manufacturer's instructions and the applicable laws and codes** in force;
- Normal wear of components and finishes;
- Any **application and/or use of an industrial, institutional or commercial type not expressly mentioned above<sup>3</sup>**;
- Damage caused by or originating from:
  - The presence of hard water, lime deposits or sediment;
  - The storage of any cleaning product - household or industrial - regardless of its chemical composition or content, in the immediate environment of the BARIL product, including cabinets and vanities located under the sink and plumbing fixtures, these cleaning products may attack and corrupt the integrity of the plumbing fixtures, including their various components;
  - A disaster, natural or not, such as fire, flood, earthquake, thunder, electrical storm or any other phenomenon of the same nature;
  - Hot water with a temperature above 158°F (70°C) and/or water pressure at the tap exceeding 5.5 bars (80 psi);
  - Freezing and/or clogging of supply pipes;
  - Any other case resulting from a lack of use, negligent or abusive, or maintenance of BARIL products;

- Installation error, negligence or abusive use.
- Any BARIL product installed **outdoors** (outside a residence);
- Any BARIL products installed **outside of North America**;
- Any claim including false information, false and/or misleading statements, or voluntary or involuntary omissions about the context of the claim and/or installation of the product;
- BARIL is not responsible for any damages, losses, injuries, or costs of any kind, indirect, incidental, or consequential, including, but not limited to, loss of use, related to parts and/or products from BARIL.

#### **Notes and definitions:**

<sup>1</sup> The BARIL PRO line of products is covered by a separate warranty available at [barilpro.com/warranty](http://barilpro.com/warranty).

#### **<sup>2</sup> "RESIDENTIAL AND MULTI-RESIDENTIAL" define and include:**

- Owner-occupied houses and condos;
- Rental condos and apartments with a long-term lease of 12 months;
- Residential rental apartments for elderly people, excluding common and public areas, as well as kitchen and dining areas.

#### **<sup>3</sup> "INDUSTRIAL, INSTITUTIONAL AND COMMERCIAL" define and include:**

- Buildings or establishments for commercial use, where transactions are carried out with clients;
- Health network establishments (hospitals, CLSCs, medical clinics, health professionals' offices);
- Industrial establishments (e.g. warehouses, distribution centres, production plants, etc.);
- Office buildings;
- Any other public area using sanitary facilities.

**Legal provisions:**

This warranty excludes all other warranties, including, but not limited to, any mandatory warranties that relate to merchantability or fitness for use. This warranty and its limitations and exclusions may not apply to you or may apply in addition to other rights and remedies due to legal provisions applicable in certain states, provinces or countries.

Notwithstanding any provision of this warranty, BARIL shall not be liable for any punitive, special, incidental or consequential damages arising out of or in any way related to BARIL products, whether under contract, warranty, tort, statute or otherwise. Excluded damages include, but are not limited to, damages for loss of use, loss of time, inconvenience, impairment or any other loss howsoever arising. THE EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES PROVIDED HEREIN SHALL APPLY NOTWITHSTANDING ANY OTHER TERMS OF THIS WARRANTY AND SHALL APPLY TO ALL WARRANTIES, REMEDIES AND OTHER TERMS OF THIS WARRANTY. This disclaimer shall not be construed as affecting in any way BARIL's obligations, if any, with respect to third-party claims for property damage, personal injury or death. This warranty shall not be construed as conferring any rights with respect to the foregoing.

BARIL accepts no responsibility for any labor or shipping costs as well as any damage in whole or in part caused by the improper installation of the product, its removal, its reinstallation or its repair or caused to the product as a result of the use of one or more spare parts other than BARIL's original parts. BARIL is not responsible for costs related to an installation that does not comply with the laws and codes in force at the place of installation.

The owner-user will remain solely responsible for all claims, damages, losses, liabilities, obligations and judgments, of whatever nature, including all costs and expenses, including costs and reasonable attorneys' fees relating thereto (hereinafter, collectively, "claims"), related to the BARIL product, which arises on or after the original date of purchase (including, but not limited to, any replacement parts) and during the period during which the owner-user remains the owner of the BARIL product and the residence of the original installation, and which derives directly or indirectly, in any way, from (a) the ownership of the BARIL product by the owner-user or after it, or (b) the use, possession, dispossession, repossession, control, operation or location of the BARIL product by the user owner or by a third party on the original date of purchase or after it, or (c) any condition or defect in the BARIL product, whether concealed or not, regardless of when such defect is discovered, but only with respect to claims for material damage or bodily injury are not actionable prior to the original date of purchase, to the extent such condition arose, or was discovered or reported, on or after the original date of purchase. The foregoing indemnity applies to all claims for which the owner-user is liable under the preceding sentence, whether such claims are in tort (including, but not limited to, strict liability).