

# **ELKAY<sup>®</sup>**

## **Limited Product Warranty**

### **Duration**

The manufacturer warrants the water dispenser to be free from defects in materials and workmanship under normal use for one (1) year from date of install or eighteen (18) months from date of shipment from factory, whichever occurs first.

### **Installation and Operation**

The foregoing Limited Warranty applies only when the product is installed and operated in accordance with the Manufacturer's written instructions included with each unit. These products are designed to operate on 14.5 psi to 51 psi supply line pressure. It does not apply to products, which on examination by the Manufacturer, or its agent, are found to have been subjected to accident, alteration, abuse, misuse, misapplications, corrosive type atmospheres, or abnormal use.

### **Owner's Obligations**

It is the owner's obligation and responsibility to diagnose and/or make minor adjustments and to reimburse the authorized service center or the Manufacturer for any repair not covered by the terms of this Limited Warranty, including but not limited to any repairs arising from improper installation. Any appearance imperfections are to be noted at time of installation, and the installer or the supplier notified without delay. In the case of products located within the United States or Canada, the owner also has the obligation and responsibility to allow access to the unit for the authorized service center to repair on site and/or, at the service center's discretion, remove unit from installation location to repair at the authorized service center's facility. In the case of products located outside the United States or Canada, the owner is to return any part for which replacement is sought to the closest authorized service center or to the factory repair department.

### **Manufacturer's Obligations**

When the product is located within the United States or Canada, the Manufacturer's obligation under this Limited Warranty is limited to the labor and parts to repair or replace any part which is expressly covered by this Limited Warranty. For a full unit replacement, the warranty relates back to the original unit and the warranty would be pro-rated for the remaining warranty time from the original unit.

When the product is located outside the United States or Canada, the Manufacturer's obligation under this Limited Warranty is limited to providing a replacement part for any part expressly covered by this Limited Warranty which upon examination by the Manufacturer or its agent, is found to be defective, but does not include any obligation to provide labor or to pay labor costs incurred in connection with the replacement. The Manufacturer's obligations also include cost of outbound freight (but not express freight) of the part or parts from the factory repair department to (but not beyond) the port in the United States from which the part or parts are shipped to the ultimate destination, but only if the Manufacturer determines that the part or parts, and the purported defect or defects, are covered by this Limited Warranty.

### **What Warranty Does Not Cover**

This Limited Warranty does not include payment for any field labor to provide normal maintenance including adjustments such as water temperature, UV lights or electric eye sensitivity. The water system and regulating valve are not covered by this Limited Warranty if they become inoperative due to liming, sand or similar residue. This Limited Warranty is voided if repairs are made by an unauthorized party or the serial number data plate is removed or defaced. Normal deterioration of finish due to use and exposure is not covered by this Limited Warranty. The Manufacturer is not liable for repairs, whether cosmetic or structural, to walls, cabinets or countertops where products are installed. If inlet pressure is above 51 psi, a pressure regulator must be installed in the supply line. Any damage caused by reason of connecting this product to supply line pressures lower than 14.5 psi or higher than 51 psi is not covered by this warranty.

### **Persons Entitled to Benefit of Warranty**

This Limited Warranty is applicable only to (i) purchasers who purchase the product for the resale in the ordinary course of business, and (ii) the first person who purchases the product other than resale.

**This Limited Warranty is in lieu of all other express warranties, expressed or implied, arising by law or otherwise, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. Except as expressly provided herein, the manufacturer makes no warranties, expressed or implied, arising by law or otherwise, including without limitation, the implied warranties of merchantability and fitness for a particular purpose, to any person. This warranty may not be altered, varied, or extended, except by a written instrument executed by the manufacturer. The remedy of repair or, where applicable, replacement as provided under this Limited Warranty is exclusive. In no event shall the manufacturer be liable for any consequential or incidental damages to any person, whether or not occasioned by negligence of the manufacturer, including without limitation damages for loss of use, costs or substitution, property damage, or other monetary loss.**

**This Limited Warranty gives specific legal rights and in some states of the United States there may be other rights which vary from state to state.**

Date of Installation \_\_\_\_\_

Serial Number (to be filled in by installer) \_\_\_\_\_