## **Design Element Warranty Information**

## **WARRANTY LIMITED ONE-YEAR WARRANTY**

This warrantee extends only to the original owner/end-user for personal household use only. For commercial uses, additional limitations may apply. Design Element warrants mirrors, vanities, faucet finishes and fittings to be free from defects in workmanship and materials under normal use and service for a period of one (1) year. Design Element will, at its election, repair, replace, or make appropriate adjustment where Design Element optional inspection discloses any such defects occurring in normal usage within the warrantee periods. Please note that Design Element is not responsible for installation or removal costs. Improper modification of any vanity and/or faucet may void the warrantee. This warranty does not cover any claim arising from abuse, misuse, negligence, accident, improper installation or operations on the part of the purchaser. This warranty is void if the Design Element product is subject to alterations, or if repairs are attempted by anyone other than an authorized agent of Design Element. This warranty does not extend to any plumbing or components installed by dealers, installers or by any party other than Design Element. Implied warranties, including that of merchant ability or fitness for a particular purpose, are expressly limited in duration to the duration of this warranty. Design Element disclaims any liability for special, incidental, or consequential damages.

## PRODUCT LIMITATION OF LIABILITY

Design Element shall not, under any circumstances, be liable for special or consequent damages, such as, but not limited to, (1) damage to or loss of other property or equipment, (2) loss of profits, revenue or reputation, (3) cost of replacement goods, (4) cost of storage, handling and/or care of damaged, defective or nonconforming goods or (5) claims of buyer's customer or service interruptions. Design Element is not responsible for any additional parts or equipment required for the installation or use of any of its products or merchandise, such as plumbing supply requirements (elbow joints, valves, pipes, etc). Design Element is not responsible for the installation of any of its products or merchandise.

The liability of Design Element arising out of or related in any way to the sale, delivery, resale, installation or use of the goods sold by or furnished by Design Element, whether arising out of contract, negligence, strict tort, or any warranty or otherwise, shall not exceed the price of the specific goods upon which liability is to be based. Buyer's remedies for any breech of this agreement by Design Element, or with respect to Design Element's liability under this agreement shall be limited to either Design Element's choice of any of the following: (1) the repair of the goods, (2) the replacement of the goods, (3) the return of the goods in question to Design Element and the return to the buyer of any consideration paid to Design Element for said goods.

## **Product Changes**

We reserve the right to discontinue, alter, modify, or redesign products at any time.