Sloan® Limited Warranty

Subject to the terms, conditions, limitations and exclusions herein, Sloan Valve Company ("*Sloan*") warrants to the first end-user owner ("*you*" and "*your*") of its products (each, a "*Sloan Product*") that such Sloan Product (exclusive of Flushmate® products) will be free from defects in materials and workmanship for the applicable period set out in the table below (the "*Warranty Period*"), commencing on the actual date of purchase by you of such Sloan Product (the "*Purchase Date*"):

Warranted Product	**Applicable Warranty Period**		
Product Category/Products	**Electrical Components**	**Mechanical Components**	**Special Finish and Markings**
Manual Commercial - Flushometers, shower heads	N/A	3 years	1 year
Electronic Commercial - Flushometers, faucets (Excluding SF Faucet Series), accessories	3 years	3 years	1 year
SF Faucet Series	1 year	1 year	1 year
Vitreous China - water closets, urinals, lavatories	N/A	3 years	N/A
Sloan [1]†Xlerator®, Xlerator® ECO-EHD 500 Series	5 years	5 years	1 year
Aer-Dec® Hand Dryers	5 years	5 years	1 year
Optima Air® Hand Dryer-EHD 700 Series	5 years	5 years	1 year
Soap Dispensers – Optima® and Sloan Series	3 years	3 years	1 year
PWT™ – Controllers	3 years	N/A	N/A
PWT™ – MCR – 321A Series Manifold	N/A	1 year	N/A

PWT™ - Management Console	30 days	N/A	N/A
Sinks – Sloan Stone®, Stainless Steel	3 years	3 years	10 years limited solid surface for molded sinks
Sinks – Aer Dec®, Designer Series	N/A	3 years	10 years limited solid surface, quartz and other engineered and natural stone; 1 year limited warranty for laminates
Custom ("make to order") fixtures, accessories and cabinetry	N/A	1 year	N/A
Bottle Fillers – coolers, bottle filling stations, packaged water chillers, fountains and accessories (except as noted below)	18 months	18 months	1 year for standard finish and powder-coated finish
Bottle Fillers – Compressor and Refrigeration System (including coils or tank assembly when part of hermetically sealed system)	5 years	5 years	N/A
Mirrors	3 years	1 year	1 year *except* mirror glass warranted 15 years against silver spoilage

The Warranty Period will automatically terminate upon its expiration irrespective of whether or when the Sloan Product has been installed and/or put to use. You should keep your dated sales receipt for proof of purchase and claims purposes. If you are unable to produce proof of your Purchase Date to Sloan's reasonable satisfaction, the Purchase Date will be the date of manufacture per Sloan's records (*e.g.*, based on the date-coded serial number printed on the Sloan Product, if applicable) or such other date as reasonably determined by Sloan in its discretion.

What is covered by this Limited Warranty?

During the Warranty Period, Sloan will, at its option, repair or replace any Sloan Product or component thereof (each, a "*Covered Part*"), or refund the purchase price thereof, to the extent such Covered Part fails to conform with this Limited Warranty under normal use and service. Repair, replacement or refund, as elected by Sloan in its sole discretion, shall be your sole and exclusive remedy under this Limited Warranty. Unless waived by Sloan, the defective Covered Part must be returned to Sloan at your cost. If Sloan elects to replace any Covered Part, Sloan will send the replacement item to you by normal (non-expedited) shipment method of Sloan's choosing. Replacement products and parts provided by Sloan under this Limited Warranty are warranted for the remaining portion of the original Warranty Period.

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 Sloan's reasonable control 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 Sloan Product; failure to perform routine or other manufacturer-recommended maintenance of the Sloan Product and/or connected system(s); improper or deficient plumbing and/or water supply, including supply line pressures and/or water flow greater or less than those specified in Sloan's applicable published materials (*e.g.*, with respect to water coolers, bottle fillers, fountains or packaged water coolers, connecting to supply line pressures lower than 20 PSIG or higher than 105 PSIG); improper or deficient source of electrical power; use of a non-potable, highly-corrosive or hot/tempered water supply (except with respect to certain products such as faucets that are designed to operate in high temperatures) or, with respect to bottle filler systems, use of reverse osmosis filtration systems; alteration or modification of the Sloan Product; damage caused by liming, sand or other similar residue build-up; use of accessories, components, parts or attachments not manufactured by Sloan; failure of any fixture, device, part, accessory or product not sold or manufactured by Sloan; use of anti-freeze, chemical agents, abrasive or petroleum-based lubricants or cleaning products containing harmful substances (*e.g.*, household bleach, ammonia, drop-in blocks or tablets, or disinfectants); exposure to harsh environmental conditions; improper storage or handling of the Sloan Product; and/or use of the Sloan Product in an application other than as published in Sloan's Owner's Manual or other technical and promotional materials. Batteries and other consumables such as filters, cartridges and soap are not covered by this Limited Warranty. This Limited Warranty only covers the cost of repairs performed by Sloan or its authorized service provider in the event that Sloan elects to repair (as opposed to replace) the Covered Part as its choice of remedy hereunder. This Limited Warranty does not cover, for example, repairs, whether cosmetic or structural, to walls where water coolers, bottle fillers, fountains and packaged water coolers are built into the wall. Performance of any repairs or corrective action or incurring any expense without Sloan's written authorization is at your sole risk and expense. 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 Sloan Product itself and does not cover any non-Sloan product, fixture, plumbing device, sensor, actuator, hub, network, system, infrastructure, hardware, software, part or accessory or any Sloan or non-Sloan service. This Limited Warranty is provided solely to you and is not assignable or transferable by you to anyone else. Sloan Products sold within India are covered by a separate warranty so these terms do not apply.

What Are Your Responsibilities?

You are responsible to ensure that your Sloan Product has been installed, operated and maintained in accordance with Sloan's Installation Instructions, Repair Parts and Maintenance Guide and/or other written manuals, technical materials, instructions and/or recommendations attached to or furnished with the Sloan Product and/or posted on Sloan's website at www.Sloan.com. For example, with respect to water coolers, bottle fillers, fountains or packaged water coolers, if inlet pressure is above 105 PSIG, a pressure regulator must be properly installed in the supply line. If you contend that any Sloan Product is not in conformance with this Limited Warranty, including any appearance imperfections or observable non-conformities, you must notify Sloan without delay and allow Sloan the opportunity to inspect the Sloan Product (and the system(s) to which the Sloan Product is attached) and verify/diagnose the condition before you make any repairs or alterations to the Sloan Product. You must not remove the serial number or label(s) from the Sloan Product. Your failure to comply with the foregoing requirements will relieve Sloan from any further responsibility to you under this Limited Warranty to the fullest extent allowed by applicable law. Additionally, Sloan strongly recommends that you use genuine Sloan replacement parts when making repairs to your Sloan Product, and that you not use replacement parts purchased from unauthorized resellers as such parts may be used, defective, counterfeit or not designed for use in your country, 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?

Sloan only permits distribution and resale of Sloan Products through authorized resellers, such as plumbing distributors and plumbing supply wholesalers. Except as otherwise may be required by applicable law, this Limited Warranty is void unless you purchased the Sloan Product from an authorized reseller. You should initiate a claim under this Limited Warranty within 30 days of the discovery of the defect by either an email to techsupport@sloan.com or a call to Technical Support at 888.756.2614 and by following the instructions that are provided to you. You must (a) obtain a Return Merchandise Authorization (RMA) number from Sloan prior to returning any Sloan Product, (b) include the RMA number and any applicable serial number(s) for the Sloan Product (and proof of purchase, including the Purchase Date and identification of the authorized reseller from whom you purchased the Sloan Product), and (c) be responsible for and prepay any shipping expense in connection with the return of any Sloan Product. Any product returns,

including returns for reasons other than warranty claims (*e.g.*, you ordered the wrong product), should be handled in accordance with Sloan's returns policy (found at www.sloan.com) if purchased directly from Sloan or the returns policies of the authorized reseller from whom you purchased the Sloan Product if not purchased directly from Sloan.

GENERAL DISCLAIMER AND LIMITATION OF DAMAGES

THIS LIMITED WARRANTY SETS FORTH THE ENTIRE AGREEMENT BY SLOAN REGARDING ITS WARRANTY FOR YOUR SLOAN PRODUCT. EXCEPT AS SET FORTH IN THIS LIMITED WARRANTY, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SLOAN DISCLAIMS ALL EXPRESS, IMPLIED, AND STATUTORY REPRESENTATIONS, WARRANTIES, DECLARATIONS, GUARANTEES AND CONDITIONS WITH RESPECT TO SLOAN PRODUCTS. WITH RESPECT TO IMPLIED WARRANTIES THAT CANNOT BE DISCLAIMED UNDER APPLICABLE LAW, THEN TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SLOAN LIMITS THE DURATION OF ANY APPLICABLE IMPLIED WARRANTIES TO THE WARRANTY PERIODS SET FORTH ABOVE. SLOAN MAKES NO REPRESENTATION, WARRANTY OR GUARANTY AND EXPRESSLY DISCLAIMS ANY AND ALL LOSS, LIABILITY, OR DAMAGES WITH RESPECT TO ANY SERVICE OR NON-SLOAN PRODUCT THAT MAY BE RELATED TO OR USED IN CONNECTION WITH THE SLOAN PRODUCT. ADDITIONALLY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (A) IN NO EVENT WILL SLOAN BE LIABLE FOR ANY PUNITIVE, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES FOR LOST DATA, LOST CONNECTIONS, LOST COMMUNICATIONS, LOST SALES OR LOST PROFITS, ARISING FROM OR RELATING TO THIS LIMITED WARRANTY, THE SLOAN PRODUCT OR ANY SERVICE RELATED TO OR USED IN CONNECTION WITH THE SLOAN PRODUCT, EVEN IF SLOAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (B) SLOAN'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THIS LIMITED WARRANTY WILL NOT EXCEED THE AMOUNT PAID FOR THE SLOAN PRODUCT BY YOU OR YOUR AUTHORIZED RESELLER, WHICHEVER IS LESS.

DISCLAIMERS REGARDING ELECTRONICS, SOFTWARE AND SERVICES

ALL PRODUCT INFORMATION PROVIDED TO YOU BY SLOAN REGARDING ELECTRONIC COMPONENTS AND SOFTWARE INCLUDED WITH SUCH PRODUCT OR SERVICES THAT MAY BE AVAILABLE RELATED TO OR USED IN CONNECTION WITH SUCH PRODUCT IS PROVIDED FOR YOUR CONVENIENCE, "AS IS," AND "AS AVAILABLE." SLOAN DOES NOT REPRESENT, WARRANT, OR GUARANTEE THAT PRODUCT INFORMATION WILL BE ACCURATE, OR RELIABLE. YOU USE ALL SUCH PRODUCT INFORMATION, INCLUDING ANY ELECTRONICS, SOFTWARE AND SERVICES, AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR (AND SLOAN DISCLAIMS) ANY AND ALL LOSS, LIABILITY, OR DAMAGES, INCLUDING TO YOUR WIRING, FIXTURES, ELECTRICITY, BUILDING, PRODUCT, ELECTRONICS, SOFTWARE, COMPUTER, HARDWARE, INFRASTRUCTURE, NETWORK, SYSTEMS, MOBILE DEVICE, AND ALL OTHER ITEMS RESULTING FROM YOUR USE OF SUCH PRODUCT INFORMATION. PRODUCT INFORMATION PROVIDED BY SLOAN IS NOT INTENDED AS A SUBSTITUTE FOR DIRECT MEANS OF OBTAINING THE INFORMATION. FOR EXAMPLE, THE SLOAN PRODUCT INFORMATION IS NOT INTENDED AS A SUBSTITUTE FOR AUDIBLE AND VISIBLE INDICATIONS IN THE BUILDING AND ON THE PRODUCT, NOR A SUBSTITUTE FOR A MONITORING OR OTHER SERVICE THAT MONITORS, ACCESSES, LOGS OR RECORDS THE LOCATIONS AND INSTALLATIONS OF THE SLOAN PRODUCTS, ELECTRONICS, SOFTWARE AND SERVICES.

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 country, state, province, or jurisdiction. Likewise, some of the limitations in this Limited Warranty may not apply in certain countries, states, provinces or jurisdictions under certain circumstances. For example, some states in the U.S. 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. Any provision of this Limited Warranty that has been determined to be invalid or unenforceable by a competent arbitrator, court or legal authority may be replaced and substituted by such arbitrator, court or legal authority with an alternative provision that achieves the intent and purpose of the original provision to the maximum extent permissible under applicable law.

Procedure for Resolving Disputes

DISPUTE RESOLUTION, BINDING ARBITRATION AND CLASS ACTION WAIVER NOTICE*:* THIS LIMITED WARRANTY REQUIRES YOU

AND SLOAN TO RESOLVE DISPUTES BY BINDING ARBITRATION INSTEAD OF IN COURT, UNLESS YOU CHOOSE TO OPT OUT. IN ARBITRATION, CLASS ACTIONS AND JURY TRIALS ARE NOT PERMITTED. SPECIFICALLY, ALL DISPUTES BETWEEN YOU AND SLOAN ARISING OUT OF OR RELATING IN ANY WAY TO THIS LIMITED WARRANTY OR THE SLOAN 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 SLOAN 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.

The arbitration will be administered by JAMS and will be governed by the JAMS Streamlined Arbitration Rules and Procedures. The arbitration shall be conducted at mutually agreeable location convenient to you and Sloan, will be conducted before a single neutral arbitrator, and will be limited solely to the dispute between you and Sloan arising out of this limited warranty. You will have a reasonable opportunity to participate in the process of choosing the arbitrator. If you initiate the arbitration, you will be required to pay for costs of arbitration up to $250.00. Sloan 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 Sloan initiates the arbitration against you, Sloan will be responsible for all costs of arbitration. The arbitrator's award will consist of a written statement stating the disposition of each claim and will provide a concise statement of the essential findings and conclusions on which the award was based. Should either party bring a dispute in an arbitration forum other than JAMS, 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. 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*.

PLEASE NOTE THAT IF YOU WISH TO OPT OUT OF THIS DISPUTE RESOLUTION PROCEDURE, YOU MUST PROVIDE AN OPT-OUT NOTICE TO SLOAN NO LATER THAN 30 CALENDAR DAYS AFTER THE PURCHASE DATE.

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 Sloan each waive the right to any jury trial should this matter be ordered to proceed in court.

1. † XLERATOR® is a registered trademark of Excel Dryer, Inc. ↑