

PART 1.
EASY SANITARY SOLUTIONS LLC
WARRANTY REGISTRATION FORM

ESS PRODUCT

| Article code | Article description |
|--------------|---------------------|
| _____ | _____ |
| _____ | _____ |

ESS PRODUCTS CUSTOMER

Company name _____
Street _____
Zip code _____
City _____
State _____
Country _____

Contact person

Name _____
Phone _____
E-mail _____

ESS DEALER

Company name _____
Street _____
Zip code _____
City _____
State _____
Country _____

Contact person

Name _____
Phone _____
E-mail _____

Please provide a copy of your official invoice as proof of purchase.



PART 2. ESS WARRANTY TERMS AND CONDITIONS

Easy Sanitary Solutions (“ESS”) develops, produces and supplies high-quality bathroom solutions throughout the world, which includes the Easy Drain linear shower drains. We strive to provide optimal service and competitive prices for our customers. This is supported by a factory warranty provided with each new product with which we express our confidence in the quality of our products. These warranty terms and conditions describe the warranty conditions and the procedures related to the factory warranty claims.

WARRANTY

Under this Factory Warranty (“Warranty”) ESS warrants to the first and original purchaser of the ESS product set forth in Part 1. above (“Customer”), such product hereinafter referred to as the “Product”, that such Product shall be free from material Defects for a period of ten (10) years as of the date of the original ESS invoice.

“Defect” as used in these warranty terms means a manufacturing or a design defect that materially impinges on the use of the Product and which is solely attributable to ESS and that was not detectable at the time of delivery of the Product or part of the Product.

In case of a Defect, Customer must:

- (1) Stop using the Product immediately, unless instructed by ESS or ESS’s authorized dealer in writing otherwise.
- (2) Complete, sign, email or fax the “Warranty Claim Form” immediately to ESS’s authorized dealer, but not later than five (5) days after the defect first occurred, was first discovered, or reasonably should have been discovered. Do not contact ESS in connection to any

warranty claims, always contact your ESS’s authorized dealer first mentioned above, or any other ESS’s authorized dealer, if geographically closer to the location of the Product.

- (3) Allow ESS’s authorized dealer and/or any other party authorized by ESS to inspect the Product.
- (4) Follow all instructions by ESS’s authorized dealer and ESS.

In case of a valid warranty claim regarding a defective Product, Customer will be provided with repair services and spare parts at no cost for Customer. In case of a valid warranty claim regarding a defective Product (spare) part, Customer will be provided with a (spare) part, or replacement product with similar specifications, at no cost for Customer.

RESTRICTIONS AND EXCLUSIONS

The Warranty will be effective only in connection to claims furnished within the applicable warranty period as described herein, and if (1) the Customer signs and returns form the warranty registration form to ESS within fourteen (14) days of delivery of the Product; (2) the Customer gives ESS’s authorized dealer written notice of a claim under this Warranty within thirty (30) days after the Customer discovers, or should have discovered the existence of the condition that gives rise to the claim, and (3) ESS or its authorized dealer has been provided the opportunity to inspect the Product subject to a claim, within ten (10) days after the written notice set forth under (2) above. This Warranty shall not apply to any Products sold by non-authorized ESS dealers and shall not apply to glass products and glass parts. Additionally, scratches are not covered by this Warranty. Only Products that are wholly accessible are covered by this Warranty.

Notwithstanding anything to the contrary in this Warranty, any damage or defect resulting in whole or in part from any of the following causes is NOT covered by this Warranty:

1. Normal wear and tear.
2. Improper handling, installation, or use of the Product or any part thereof, including use not in compliance with the Product’s manual.
3. Installation by unauthorized and/or unlicensed persons or installation contrary to local construction regulations.
4. Use of incorrect cleaning agents, aggressive environmental influences (such as chemicals, cleaning agents), lime scale or disruptions due to ice and/ or lime.
5. Improper, insufficient, and/or unauthorized maintenance, repair or replacement of the Product or any parts of the Product.
6. Unauthorized modification of the Product or any parts of the Product.
7. Use or installation of parts that are not original ESS parts.
8. Excessive load, incorrect, improper or unnatural use of the Product.
9. Deliberate or negligible destructive use.
10. Force majeure events, such as floods, fires, winds, lightning, accident, vandalism, terrorism, war, malicious mischief, or other causes outside the control of ESS.

DISCLAIMER

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, CONCERNING THE PURCHASE, USE OR CONDITION OF ANY PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OR CONFORMITY WITH ANY DESCRIPTION OR SAMPLE. EXCEPT AS SET FORTH IN THIS WARRANTY, ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND OTHER TERMS IMPLIED BY LAW ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

LIMITATION OF DAMAGES

CUSTOMER’S EXCLUSIVE REMEDY FOR ANY AND ALL LIABILITIES, LOSSES, DAMAGES, COSTS AND EXPENSES ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE, USE OR CONDITION OF ANY PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR STRICT LIABILITY, OR ANY ALLEGATION THEREOF, SHALL BE LIMITED TO REPLACEMENT OF THE PRODUCTS FOR WHICH A CLAIM IS MADE AND PROVED. IN NO EVENT SHALL ESS BE LIABLE FOR ANY PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE, USE OR CONDITION OF ANY PRODUCTS.

No person other than the Customer and ESS shall have any rights to enforce any term of this Warranty. ESS shall be permitted to assign any obligations and limitations under this Warranty, without the prior consent of Customer, to any purchaser of substantially all of the assets of ESS or to any financially responsible

party in connection therewith. If Customer is located in North America and/or the Products were supplied by an authorized ESS dealer located in North America, this Warranty will be governed by the laws of the State of New York, without giving effect to the United Nations Convention on the Contracts for the International Sale of Goods. Unless stated otherwise in writing, all agreements shall be governed by and construed in accordance with the laws of the state of New York, without giving effect to the United Nations Convention on the Contracts for the International Sale of Goods. All disputes and controversies arising out of or relating to this Warranty or the relationship of the parties shall be finally and bindingly resolved under the International Arbitration Rules of the American Arbitration Association in front of a sole arbitrator. The place of arbitration shall be New York, New York. The language of the arbitration shall be English. Any award, verdict or settlement issued under such arbitration may be entered by any party for order of enforcement by any court of competent jurisdiction.

ANY CAUSE OF ACTION AGAINST ESS, REGARDLESS WHETHER IN CONTRACT, TORT OR OTHERWISE, MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

If Customer is located outside of North America and the Products were supplied by an authorized ESS dealer outside of the North America, this Warranty will be governed by the laws of The Netherlands and all disputes or claims arising out of or related to this Warranty or the contract or contracts related to the sale

and/or installation of the Products shall be resolved by in accordance with the Arbitration Rules of the Netherlands Arbitration Institute and judgment on the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. The proceedings shall be conducted in the English language en the place of Arbitration will be Amsterdam, The Netherlands.

In the event of the arbitration (or litigation) of any dispute, the prevailing party on any claim shall be paid the prevailing party’s reasonable attorney’s fees, expert witness fees, and other costs associated with the particular claim.

Company (Owner)

Contact name

Date

Place

Signature



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Trendsetting bathroom solutions

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