

## Duravit Lifetime Warranty

Duravit India Private Limited, having registered office at 61, Titanium, Near Prahladnagar AUDA Garden, Prahladnagar, Ahmedabad – 380 015, Gujarat, India (“**Duravit**”) offers its first purchasers, being the end consumers (herein referred to as the “**End Consumers**”), a lifetime warranty exclusively on ceramic parts of the Warranty Products (as defined in Section 2.2 herein below) in accordance with the following terms/ conditions/ provisions:

### **1. Consumer protection rights**

- 1.1. The Duravit Lifetime Warranty is an extended warranty provided by Duravit (herein referred to as the “**Lifetime Warranty**”).
- 1.2. The Lifetime Warranty (being an extended warranty) is in addition to the other warranties provided by Duravit, such as the “*5-year warranty*”, and shall not affect the End Consumer’s statutory rights under the applicable laws, including but not limited to the applicable Consumer Protection laws.

### **2. Lifetime Warranty protection: includes following consumers and products**

- 2.1. The Lifetime Warranty is exclusively provided to the **End Consumers**. End Consumers for the purposes of the Lifetime Warranty means an **individual consumer, who has made a retail purchase** of any Warranty Product on or after 01<sup>st</sup> April, 2021, with a place of residence in India, Bhutan, Srilanka, Maldives, Nepal and Bangladesh for its own domestic use.
- 2.2. The Lifetime Warranty is exclusively provided only on **certain ceramic parts of the following product series**:

<b>Starck 3</b>	<b>DuraStyle</b>	<b>ME by Starck</b>	<b>Vero</b>
<b>Happy D.2</b>	<b>Vero Air</b>	<b>DuraSquare</b>	<b>Darling New</b>
<b>Duraplus</b>	<b>Luv</b>	<b>Starck Edition 2</b>	<b>Architec</b>
<b>Starck 1</b>	<b>Cape Cod</b>	<b>1930</b>	<b>Bacino</b>
<b>Happy D.2 Plus</b>	<b>Viu</b>	<b>D-Neo</b>	<b>Duraplus</b>
<b>Duravit No. 1</b>	<b>Soleil by Starck</b>	<b>Zencha</b>	

The aforesaid product series is herein referred to as the “**Warranty Product**” or “**Warranty Products**”, as the context may require).

By way of clarification: A component and/ or accessory of any Warranty Product that does not consist entirely of ceramics is **not** covered by the Lifetime Warranty.

- 2.3. The Lifetime Warranty covers only the Warranty Products: (i) that an End Consumer has purchased from Duravit or *via* a distributor or *via* retailer as a new product for their own private domestic use; (ii) that have been professionally installed at a place of residence belonging to the End Consumer in India, Bhutan, Srilanka, Maldives, Nepal and Bangladesh; and (iii) that are the property of the End Consumer.

### 3. Guarantee

- 3.1. Duravit, hereby, guarantees to the End Consumer for the period of the Lifetime Warranty, in accordance with and as per the terms/ conditions/ provisions contained herein, that each Warranty Product is **free** from the following defects, which are referred herein as the “**Warranty Defect**”:

material defects;

manufacturing defects; and

construction faults.

- 3.2. The decisive criterion for the guarantee in Section 3.1 is the state of the art of science and technology used at the time of the production of the respective Warranty Product.
- 3.3. The guarantee on the Lifetime Warranty does not cover loss, theft or any change in connection with an external event of *force majeure*. Further, the Lifetime Warranty does not include any liability for lost time, inconveniences, missed deadlines, any subsequent damage or other direct or indirect damage that the End Consumer and/ or anyone else suffers as a result of any Warranty Defect or damage covered by this Lifetime Warranty.

### 4. Warranty period, registration and limitation period

- 4.1. The warranty period shall begin when the End Consumer purchases the new Warranty Product and registers it within time in accordance with Section 4.2 (herein referred to as the “**Warranty Period**”). The Warranty Period shall automatically terminate and end upon the demise of the End Consumer.
- 4.2. The End Consumer shall only be entitled to the rights resulting from this Lifetime Warranty if they register the Warranty Product concerned in accordance with the following:
- i) After purchasing and installing the Warranty Product, the End Consumer must register the Warranty Product by visiting: [www.duravit.in/lifetimewarranty](http://www.duravit.in/lifetimewarranty) website

“within 3 months from the date of invoice”.

This is a limitation period, meaning that all rights resulting from the Lifetime Warranty with regard to the Warranty Product concerned shall immediately expire at the end of the 3 months from the date of the invoice, if the End Consumer does not or fails to register the Warranty Product in accordance with the terms/ conditions/ provisions set-out herein. In any case, this shall not affect the End Consumer's statutory rights under the applicable law, particularly the applicable Consumer Protection laws, or any other warranty that may be provided by Duravit on the Warranty Product.

- ii) For registering for the Lifetime Warranty, the End Consumer must provide all the relevant details, such as name, address, phone number, e-mail address, purchase and installation date, place of installation and the Warranty Product number (article number), etc., as may be required by the online registration form as provided on [www.duravit.in/lifetimewarranty](http://www.duravit.in/lifetimewarranty) website, and must also upload a copy of the invoice. Once the relevant details and invoice copy has been uploaded by the End Consumer, Duravit will verify the information and upon successful verification of the said information, a warranty certificate will be generated and issued in the name of the End Consumer (herein referred to as the "**Warranty Certificate**"). The End Consumer can download and print the Warranty Certificate for future reference. If the End Consumer is unable to register for the Lifetime Warranty through [www.duravit.in/lifetimewarranty](http://www.duravit.in/lifetimewarranty) website, the End Consumer may request for the Warranty Certificate from Duravit (on **email id: service.india@in.duravit.com OR Postal address Duravit India Private Limited, 61, Titanium, Near Prahladnagar AUDA Garden, Prahladnagar, Ahmedabad – 380 015, Gujarat, India**) in writing, providing the relevant details and invoice copy. Upon receipt of the information, Duravit will verify the information and upon successful verification of the said information, Warranty Certificate will be generated and issued in the name of the End Consumer and send to the End Consumer by e-mail or post. In the event, the verification of information fails on account of being wrong/ false/ incorrect/ incomplete, the End Consumer will be accordingly informed by e-mail or post to furnish the same again in a true, correct, proper and complete manner to enable Duravit to process the same for generation and issuance of the Warranty Certificate.

- 4.3. The rights resulting from this Lifetime Warranty can neither be inherited nor transferred. In particular, the rights resulting from this Lifetime Warranty are non-transferable to any third party, if the Warranty Product is sold or surrendered in any other way. The Lifetime Warranty shall stand expired upon the loss of the original ownership of the Warranty Product in any manner, whatsoever, or upon the death of the End Consumer.

## 5. Warranty exclusion

- 5.1. The Lifetime Warranty excludes and does not cover normal wear and tear through use, or the misuse, abuse or alteration of the Warranty Product, including but not limited to damage caused due to burning, blistering, impact damage, scratching,

staining, knocking/ hitting by hard objects/ on surfaces, breakage due to mishandling or accidental drop on the floor, insect/ pest damage, poor maintenance, non-adherence to care instructions, discoloration, mishandling, improper use and/ or cleaning of the Warranty Products. Cleaning of the Warranty Product may wear away the surface in the course of time, and such occurrences and other general wear and tear, including but not limited to surface changes, deposits and dirty edges (especially in the siphon area of the Warranty Product) that are attributable to normal ageing, use and usual cleaning of the Warranty Product or that constitute minor deviations from the target condition that are insignificant for the Warranty Product's value and its suitability for use shall **not** give rise to a warranty claim in accordance with these terms/ conditions/ provisions of the Lifetime Warranty, unless such occurrence is directly attributable to the Warranty Defect.

- 5.2. Further, this Lifetime Warranty excludes and does not cover the retention and function of the *WonderGliss* coating on each of the Warranty Product. The service life of the *WonderGliss* coating depends on the respective Warranty Product being used as intended. The End Consumer may note that incorrect/ inappropriate cleaning of the Warranty Product, in particular using a scouring agent or abrasive cleaning agent, can damage the *WonderGliss* coating, with the result that it no longer repels liquids and in which case the Lifetime Warranty shall stand expired.
- 5.3. Any claim resulting from this Lifetime Warranty is excluded if the defect or damage, *inter alia*,
- i) is based, in whole or in part, on attempted repairs/ maintenance of the Warranty Product that were not coordinated with Duravit beforehand and/ or that were not performed professionally;
  - ii) is attributable to carelessness, chemicals, use of force or shocks, blistering, impact damage, scratching, staining, knocking/ hitting by hard objects/ on surfaces, breakage due to mishandling or accidental drop on the floor, insect/ pest damage, poor maintenance, non-adherence to care instructions, discoloration, improper handling, misuse and/ or cleaning of the Warranty Products, particularly failure to observe care instructions, mounting instructions or technical data sheets;
  - iii) is caused due to voltage fluctuations, insufficient water pressure, water impurities or improper care and cleaning of the Warranty Product;
  - iv) is caused, in whole or in part, to the Warranty Product by an intentional/ negligent/ wilful act or omission attributable, directly or indirectly, to the End Consumer and/ or its agent and/ or a third party;
  - v) is caused due to unauthorised/ improper/ unprofessional installation/ repair/ maintenance and/ or without following the instructions provided in the manual for installation/ mounting/ care/ operation, or is due to parts, other than

DURAVIT spare parts, used for installation/ mounting/ repair/ maintenance of the Warranty Product; or

vi) is caused, directly or indirectly, by a *force majeure* or some other unforeseeable event or Act of God, including but not limited to earthquake, fire, floods, lightning, pandemic, epidemic, vandalism, riot, etc.

5.4. Further, in particular claims for damages and/ or compensation for any expense, shall be excluded from the Lifetime Warranty on the Warranty Product unless Duravit is liable based on applicable statutory regulations.

## **6. Asserting claims under the Lifetime Warranty**

6.1. In the event that the Warranty Product has a Warranty Defect despite the guarantee provided in terms of Section 4.1, the End Consumer can make a warranty claim (*via* e-mail or written communication or by filling online contact form – available on the [www.duravit.in](http://www.duravit.in) website) under the Lifetime Warranty to Duravit **immediately after establishing** the defect claimed of through a specialist/ professional.

6.2. While making the warranty claim as aforesaid, the End Consumer must provide the following information and documents, such as name, address, phone number, e-mail address (where available), purchase and installation date, place of installation and the Warranty Product number (article number), copy of invoice, copy of the Warranty Certificate, description of the Warranty Defect and the contact details of the specialist/ professional, who has established and confirmed that the existence of Warranty Defect in the Warranty Product.

6.3. Upon receipt of the claim e-mail or communication or duly filled-in online contact form and relevant information and documents in accordance with Section 6.1 and 6.2 above, Duravit will verify the same and if a Warranty Defect actually exists and that the Lifetime Warranty terms/ conditions/ provisions are observed and followed by the End Consumer in respect of the Warranty Product (herein referred to as the “**Warranty Defect Verification**”). If the Warranty Defect Verification is successful, Duravit will proceed to redress the Warranty Defect claimed of. In this regard Duravit reserves the right to rectify the defect, as may be deemed fit in its discretion, whether by means of repair or by replacing the defective Warranty Product with an equivalent/ comparable new product and/ or reconditioned product of the same type and quality.

6.4. Duravit shall, at its sole discretion, be entitled to commission a professional plumber/ technician/ any other qualified third party to supervise and guide the End Consumer’s plumber for proper and trouble-free installation of the repaired/ replaced Warranty Product. In case of repair or replacement, Duravit shall have ownership right to the defective part replaced or the defective Warranty Product, as the case may be, and shall become the property of Duravit. The Lifetime Warranty shall not be extended in the event of repairs undertaken or replacement made by Duravit. In the event Duravit no longer manufactures the defective Warranty

Product at the time the claim is made by the End Consumer, Duravit reserves the right to deliver an equivalent/ comparable new product and/ or reconditioned product of the same type and quality.

- 6.5. Duravit shall neither be responsible for removal, installation and/ or any other incidental or consequential work or cost in respect of the Warranty Product nor the repaired or replaced defective Warranty Product. Duravit shall also not be liable for any special or consequential damages due to defective Warranty Product or part thereof. In no event shall the liability of Duravit exceed the purchase price of the Warranty Product. This warranty does not cover any accompanying or follow-up costs or expenses. The repair or replacement of defective Warranty Products or part thereof shall be subject to shipping charges, handling charges and applicable taxes.

## **7. General provisions**

- 7.1. The personal data that the End Consumer submits to Duravit for the purpose of processing any warranty claim will be saved, processed and used exclusively to provide the services associated with the claim. Such data will also be passed on to companies associated with Duravit or to third parties (e. g. transporters/ carriers/ plumbers/ technicians/ any other qualified third party) if it is necessary for processing of the warranty claim.
- 7.2. Duravit reserves the right to terminate, suspend, supplement, change, modify or replace the Lifetime Warranty terms/ conditions/ provisions, in whole or in part, from time to time, without prior notice. The current version of the Lifetime Warranty terms/ conditions/ provisions can be accessed on [www.duravit.in](http://www.duravit.in) website.
- 7.3. The Lifetime Warranty is subject to the applicable laws, including but not limited to the applicable Consumer Protection laws. To the extent permitted by law, the exclusive place of jurisdiction for any disputes resulting from this Lifetime Warranty shall be Ahmedabad, State of Gujarat (India), where Duravit is based, without having regard to conflict of laws principles.
- 7.4. For all warranty claims, the place of fulfilment shall be Ahmedabad, State of Gujarat (India), even if repairs/ replacement or deliveries are conducted at/ from a different location.
- 7.5. Should any terms/ conditions/ provisions of this Lifetime Warranty be or become, wholly or partly, invalid or impracticable, the same shall not affect the validity of the remaining terms/ conditions/ provisions hereof. In place of the invalid or impracticable term/ condition/ provision, a valid or practicable term/ condition/ provision shall be deemed to have been agreed that comes as close as possible to the purpose of the invalid or impracticable term/ condition/ provision.

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