

### KOHLER® India Trash Can Limited Warranty

KOHLER India's Trash Can used in normal residential and non-residential commercial settings are warranted to be free of defects in the material and workmanship for such period as time set forth in the warranty coverage chart as detailed below, commencing from the date of sale of KOHLER India's Trash Can and its components/parts to the original purchaser within the territory of India ("warranty period").

Warranty Chart		
Products	Residential Use	Commercial Use
Steel Open-Top Trash Can	10-Year Limited Warranty	1-Year
Sensor based & Other Trash Cans	5-Year Limited Warranty	1-Year

#### Warranty Conditions

1. During the warranty period, if (in the opinion of KOHLER India) the defect is due to defects in the material or workmanship, KOHLER India or its Authorized Service Franchisee/Representative will, at its sole option, repair or replace free of cost, any defective component or part of the product, subject to the terms and conditions described below:
  - a. KOHLER India or its Authorized Service Franchisee solely can service/repair the Product.
  - b. KOHLER India and its Authorized Service Franchisee will make unit repairs or replacements under this warranty within a reasonable period of time, as determined by KOHLER India or its Authorized Service Franchisee performing the repair or replacement.
  - c. This warranty is only effective if proof of purchase (original sales receipt) is provided with all warranty claims or requests.
  - d. The service/repair of the warranty shall be provided only within the municipal limits of the town or city where the Branch Office of KOHLER India or its Authorized Service Franchisee is located.
  - e. This warranty does not include payment of or responsibility for any excise duty, central taxes, state taxes and octroi or other local taxes assessed to the parts supplied or repaired during the warranty period.
  - f. If the Product is installed beyond the municipal limits of KOHLER India's Branch Office/Authorized Service Franchisee locations, any and all costs and expenses incurred for repair/service of the Products in respect of a) to and from the travel of service personnel and b) transportation of the Product and/or spare parts and/or components from the location of KOHLER India's branch office or Authorized Service Franchisee to customer's location and back shall be borne wholly and solely by the customer at the prevailing rates, and KOHLER India shall not be liable for any damage caused to the Product in transit or delivery for repair.
  - g. The warranty period will start from the date of invoice and shall automatically terminate upon the expiry of the warranty period even if the Product has not been installed after purchase or has not been in the use for any part or whole of the warranty period for any reason whatsoever.
  - h. In the event of any repairs/replacement of any part(s) of the Product, this warranty shall thereafter continue and remain in force only for the unexpired period of the warranty for that component(s)/part(s). Any time consumed for the repair/ replacement of parts including the transit of the Product or its parts or any period during which the Product has not been used, whether under warranty or otherwise, shall not be excluded from the warranty period, and no extension of the warranty period will be granted.
  - i. This warranty remains applicable only if the Product has at all times been used strictly in accordance with the terms of this warranty and has not been improperly or negligently handled.

- j. This warranty is not valid and ineffective if the Products are not installed according to the instruction manual, the Product is found tempered/misused, any warranty norms are violated, the Customer is unable to produce a copy of the invoice at the time of service visit, non-usage of product for more than 6 months, usage of abrasive cleaners, ammonia, bleach, acid, wax, alcohol, solvent or any other non-recommended items on product, or improper care and cleaning of the product. Improper handling of the Products automatically terminates and nullifies this warranty.
- k. Please note that dents, finish (gloss) reduction, scratching, staining and acid or alkaline etching of the finish over time due to use, cleaning practices, or water or atmospheric conditions or other conditions that occur overtime are not manufacturing defects but are indicative of normal wear and tear and are not covered under any warranty. Damage caused by accident, misuse, or abuse is not covered by this warranty. Improper care and cleaning will void the warranty. For care and cleaning information, please reference [Care and Cleaning Tips](#).
- l. KOHLER India is not responsible for labour charges, removal or installation or other incidental or consequential costs. KOHLER India is not responsible or liable for any special or consequential damages due to the defective Product, or due to defects of any component or part thereof. In no event shall the liability of KOHLER India exceed the purchase price of the Product.
- m. In the event of non-availability of components or parts due to any reason whatsoever, neither KOHLER India nor its Authorized Service Franchisee nor the Dealer will be responsible nor liable for any delay that may be caused to service/repair of the Product. In the event that the same model or colour is not available for replacement, KOHLER India or its Authorized Service Franchisee will replace the defective Product with an equivalent model or colour. In the event of non-availability of similar components or parts of the same colour or make due to any reason whatsoever, KOHLER India or its Authorized Service Franchisee will replace the defective Part or component with an equivalent model or colour.
- n. KOHLER India may, at its discretion, retain any part or component replaced during the warranty period.
- o. For KOHLER Trash Can sold in India, only this Warranty document is applicable. Any reference to any other warranty document will not be considered.

**LIMITATION OF WARRANTY:**

**EXCEPT AS SPECIFICALLY SET FORTH IN THIS WARRANTY ABOVE, KOHLER INDIA EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY GOODS BEING SOLD/ TRANSFERRED OR LIABILITIES BEING ASSUMED BY THE PURCHASER, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF PRODUCT FITNESS IN RELATION TO UNINTERRUPTED OR ERROR-FREE OPERATION AFTER INSTALLATION. KOHLER INDIA AND/OR SELLER DISCLAIM ALL LIABILITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

**This is KOHLER INDIA's exclusive warranty. The decision of KOHLER INDIA regarding the warranty is final and binding. All disputes are subject to the exclusive jurisdiction of the courts of Gurgaon only.**

