

MANUFACTURER'S GUARANTEE

INAX MANUFACTURER'S GUARANTEE

LIXIL International Pte. Ltd. ("LIC") shall grant an INAX Manufacturer's Guarantee to the End Customer for products purchased under the INAX brand after 1st April 2022, subject to and in accordance with the terms and conditions set out below for all products supplied to the End Customer under the INAX brand.

The INAX Manufacturer's Guarantee only applies to INAX branded products that have been purchased from the INAX Singapore's Official Store and INAX's Local Authorised Dealer Stores in Singapore. For the avoidance of doubt, products that have been pre-fitted in projects (including but not limited to hotels and residential and commercial projects) are excluded from this Guarantee.

The End Customer for the purposes of the INAX Manufacturer's Guarantee is defined as the consumer purchasing the product under the INAX brand from either the INAX Singapore's Official Store and INAX's Local Authorised Dealer Stores in Singapore.

The contractual and/or statutory rights of the End Customer as against the respective seller and the statutory rights of the End Customer as against the product manufacturer shall not be affected by this INAX's Manufacturer's Guarantee.

GUARANTEE PREREQUISITES

A prerequisite for a claim under the INAX Manufacturer's Guarantee shall be the submission of the original invoice with the purchase date, the name and address of the seller, and the place of purchase clearly stated on the original invoice.

Moreover, claims under this INAX Manufacturer's Guarantee shall only be admitted if the product has been properly installed, mounted and operated. The installation and operating instructions as well as the technical data sheet issued by LIC must always be observed. This shall apply irrespective of whether the installation is performed by a qualified specialist fitter or whether the End Customer installs and mounts the product on their own. Failure to comply strictly with this shall nullify the End Customer's right to claim under this INAX Manufacturer's Guarantee.

In order to claim the INAX Manufacturer's Guarantee, the product must be and have been duly and properly cleaned and cared for in accordance with the INAX care instructions and operated in accordance with the operational instructions.

The technical product information, technical data sheets and INAX care instructions may be found in the sales packaging and on the INAX website.

In the event of questions concerning maintenance and care, INAX's after-sales service team will assist and can be contacted via email at lixilcare-sg@lixil.com.

Notification must be given within a reasonable time after the defect has been discovered, however, in any case prior to the expiration of the warranty period. Claims submitted after the expiration of the warranty period shall not be entertained.

LIC will review each specific case and assess whether the INAX Manufacturer's Guarantee prerequisites have been met and whether there are any grounds for exclusion (as listed below). LIC has the sole discretion to decide whether to admit a claim under the INAX Manufacturer's Guarantee.

GUARANTEE SERVICES

If upon inspection of an INAX product, within the below mentioned warranty period, LIC confirms that it is defective due to materials or workmanship (normal wear and tear excepted), LIC will repair, or at its option, exchange the product for a similar model of the same type and quality. Should the defective product no longer be manufactured at the time LIC inspects the said product, LIC may deliver a similar product of the same or greater value. Following the replacement, title of the defective product shall pass to LIC.

Subject to the terms and conditions contained herein, any repairs or exchange will be carried out by LIC at its own expense. Repairs or replacements shall, at LIC's discretion, be performed either by a qualified specialist fitter or INAX service employee.

The End Customer must provide LIC with all necessary access to the defective product. LIC will not be responsible for any failure to repair or replace a defective product because of the End Customer's failure to provide the required access.

GUARANTEE PERIOD

INAX Manufacturer's Guarantee shall apply for the periods as listed in the table below, and will commence from the date of the invoice evidencing the purchase of the relevant INAX products by the End Customer. The warranty period will not be extended by any repair work authorized by LIC or exchange of the product or parts, nor shall it commence to run anew. The same shall apply if these terms and conditions are enclosed with the replacement product.

PRODUCT	WARRANTY PERIOD
1. Vitreous china ware (VC) and component parts (exclude seat & cover)	2 years
2. VC: seat & cover only	1 year
3. Bathtub	3 years
4. Faucet	5 years
5. Shower Head and Rainshower Head	5 years
6. Accessories	5 years
7. Others (including electrical parts, e.g. pump for whirlpool)	1 year

EXCLUSION OF THE GUARANTEE

The following claims may not be asserted under the INAX Manufacturer's Guarantee,

- If the product was not purchased and registered through INAX Singapore's Official Store and INAX's Local Authorised Dealer Stores in Singapore.
- If the product was not properly installed, cared for, maintained or repaired, in accordance with INAX's instructions, valid water regulations and best plumbing practices.
- If the product does not have isolation valves (water and electrical), or the product is not wholly accessible.

- If the product is defective out of the box - in this instance the product must be returned to the place of purchase.
- If the product is not installed/removed.
- If the defect is attributable to incorrect operation or incorrect handling of the product.
- If the defect occurs due to missing or incorrect maintenance.
- If spare parts other than original INAX spare parts are used during repairs or maintenance of the product.
- If the defect was caused by transport or installation of the product.
- If the defect is related to surface discolorations, oxidations, gloss reduction, scratches, cracks, unevenness or other surface defects caused by external factors such as wear and tear or improper handling or cleaning methods.
- If the product is a display/ex-display product, or second hand.
- If consumables (such as filters, filter cartridges, aerators or batteries) or material subject to wear and tear (such as seals) are affected.
- If the defect was caused by a breakage of fragile parts (such as glass or light bulbs).
- If the defect occurs due to aggressive environmental influences (such as chemicals, cleaning agents), limescale or disruptions due to ice and/or lime.
- If the defect is caused by specific environmental circumstances (e.g. excess or negative pressure in the line, excess voltage or undervoltage on the line).
- If the defect is attributable to willful or negligent damage to the product by the End Customer or a third party.
- If the product was purchased on auction sites, either consumer to consumer or second hand.
- If missing parts or product defects are not reported within 30 days of purchase.
- Normal wear and tear
- For additional costs incurred i.e. loss of earnings due to time taken off of work, cost of phone calls.
- For failure to pay any outstanding invoice for non-warranty calls.

In the event a product is found to not be covered by this INAX's Manufacturer's Guarantee, and in the event the End Customer requests that LIC services the product anyway, LIC may choose (but is not obliged) to do so, subject to the End Customer paying LIC a service fee.

MISCELLANEOUS

This INAX's Manufacturer's Guarantee only applies to the extent explicitly mentioned above and is subject to the prerequisites mentioned above and may be asserted by any End Customer holding title to the relevant INAX product.

LIC reserves the right to change, amend, modify, delete or replace the whole or any part of this INAX Manufacturer's Guarantee, at its sole discretion.

To the fullest extent permitted by law, LIC excludes all liability for damage or injury to any person, damage to any property, and any indirect consequential or other loss or damage. Any liability on the part of LIC or its affiliates to the End Customer for any and all damages, claims, liabilities, losses, awards, judgments, penalties, third party claims, interest, costs and expenses, including reasonable legal fees, whether arising under any legal theory including, but not limited to claims sounding in tort (such as for negligence, misrepresentation or otherwise), contract (whether express or implied) or by statute, arising out of or relating to the product at any time shall not exceed the purchase price of the product.