



## Limited Product Warranty and Software License

### Duration

The manufacturer warrants the water dispenser to be free from defects in materials and workmanship under normal use for one (1) year from date of install or eighteen (18) months from date of shipment from factory, whichever occurs first. Proof of original purchase date is required to obtain remedy under this limited warranty.

### Installation and Operation

The foregoing limited warranty applies only when the product is installed and operated in accordance with the manufacturer's written instructions included with each unit or as posted on the manufacturer's website. Non-residential, commercial, and/or multifamily usage is not covered by this warranty. These products are designed to operate on 20 psi to 105 psi supply line pressure. The limited warranty does not apply to products, which on examination by the manufacturer or its agent, are found to have been subjected to accident, alteration, abuse, misuse, misapplications, corrosive type atmospheres, or abnormal use. Use of cleaning agents outside of the guidelines presented in the Care and Cleaning Guide available at <http://www.elkay.com/drinking-products-care> may void this warranty.

### Owner's Obligations

It is the owner's obligation to pay for any repairs or maintenance not covered by the limited warranty, including service calls related to non-warranty issues. Any appearance imperfections are to be noted at time of installation, and the installer or the supplier notified without delay, it is the owner's responsibility to allow access to the unit for the authorized service center to repair on site and/or remove unit from wall to repair at the authorized service center's discretion.

### Manufacturer's Obligations

The manufacturer's obligation under this limited warranty is limited to parts to repair or replace the unit covered by this limited warranty, at manufacturer's sole discretion, but does not include any obligation to provide labor or to pay labor costs incurred in connection with the replacement or repair. The warranty applicable to any replacement unit shall be the remaining warranty period on the replaced unit. The manufacturer's obligation also includes cost of outbound freight (but not express freight) of the part or parts from an authorized service center or the factory repair department, but only if the manufacturer determines that the part or parts, and the purported defect or defects, are covered by this limited warranty.

### What Warranty Does Not Cover

This limited warranty does not include payment for any field labor to provide for normal maintenance. The water system and regulating valve are not covered by this limited warranty if they become inoperative due to liming, sand or similar residue. This limited warranty is voided if repairs are made by an unauthorized party or the serial number data plate is removed or defaced. Normal deterioration of finish (including but not limited to cosmetic damages, such as scratches, dents, chips and other damage to the product finishes) due to use and exposure is not covered by this limited warranty, unless such damage results from defects in materials and workmanship and is reported to Elkay within 30 days of installation. Corrosion of materials is also not covered by this limited warranty. The manufacturer is not liable for repairs, whether cosmetic or structural, to walls where the product is built into the wall or the surrounding property. If inlet pressure is above 105 psi, a pressure regulator must be installed in the supply line. Any damage caused by reason of connecting this product to supply line pressures lower than 20 psi or higher than 105 psi is not covered by this warranty. Consumable parts, such as water filters, are not covered by this limited warranty.

### Persons Entitled to Benefit of Warranty

This limited warranty is applicable only to (i) purchasers who purchase the product for resale in the ordinary course of business, and (ii) the first person who purchases the product other than resale.

### Software License Provisions

To the extent the product includes embedded software, the owner and those using the product are granted a restricted, non-exclusive license to use such embedded software. Title to the embedded software shall at times remain with the embedded software licensor. The owner and those using the product shall not remove or alter notices, legends or trademarks contained in the embedded software, nor shall they translate, reverse engineer, decompile or disassemble the embedded software except to the extent applicable law specifically prohibits this restriction. The embedded software is provided "as is" and any warranty offered herein is by or through the manufacturer. Further information concerning this license of embedded software is available from the manufacturer.

**This Limited Warranty is in lieu of all other express warranties, expressed or implied, arising by law or otherwise, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. Except as expressly provided herein, the manufacturer makes no warranties, expressed or implied, arising by law or otherwise, including without limitation, the implied warranties of merchantability and fitness for a particular purpose, to any person. This warranty may not be altered, varied, or extended, except by a written instrument executed by the manufacturer. The remedy of repair or, where applicable, replacement as provided under this Limited Warranty is exclusive. In no event shall the manufacturer be liable for any consequential or incidental damages to any person, whether or not occasioned by negligence of the manufacturer, including without limitation damages for loss of use, costs or substitution, property damage, or other monetary loss.**

**This Limited Warranty gives specific legal rights and in some states of the United States there may be other rights which vary from state to state.**

Date of Installation \_\_\_\_\_

Serial Number (to be filled in by installer) \_\_\_\_\_