

# Stream33 Lifetime Faucet Warranty

(740) 314-1277

All non-electronic parts of the Stream33 faucet are warranted to the original consumer purchaser (the "Customer") to be free from design and manufacturing defects when used in standard residential applications within the United States.

## Exclusions from Coverage

This warranty explicitly excludes, without limitation, the following:

1. damage resulting from intentional or unintentional misuse, abuse, accident or neglect;
2. damage resulting from improperly or incorrectly performed installation, removal, maintenance or repair;
3. wear to the finish or damage caused by the use of abrasive cleaners, steel wool and/or harsh chemicals;
4. use in any non-residential application, including business, commercial, and industrial usage;
5. reasonable wear and tear;
6. any violation of the furnished instructions;
7. electronic parts; and
8. any installation outside of the United States of America.

Any damage resulting from items 1-4, inclusive, 6 and/or 8, WILL VOID THE WARRANTY.

## Remedies

Liability of Stream33 Products, LLC, its successors and assigns ("Stream33"), and Customer's exclusive remedy for any claims arising out of the warranty provided herein, shall be limited to replacement, during the warranty period, of any nonconforming part, or at Stream33's option, replacement with a reasonably equivalent part or parts, as determined by Stream33. If repair or replacement is not practical, as determined by Stream33, Stream33 may elect to refund the purchase price stated on the sales receipt in exchange for the return of the product.

THE FOREGOING WARRANTY AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES WHATSOEVER. THIS WARRANTY DOES NOT COVER OR INCLUDE: (I) INSTALLATION OR LABOR CHARGES; (II) SHIPPING & HANDLING CHARGES APPLICABLE TO WARRANTY PART ORDERS; (III) ELECTRONIC PARTS, OR (IV) ANY OTHER COST OR EXPENSE NOT EXPLICITLY STATED HEREIN.

## LIMITATION OF LIABILITY

Stream33's liability on any claim of any kind, including, without limitation, warranty, negligence and/or breach of contract, shall in no case exceed the purchase price paid by the Customer. IN NO EVENT SHALL STREAM33 BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, DAMAGE TO PROPERTY) OR PUNITIVE DAMAGES, DAMAGES IN THE NATURE OF PENALTIES OR SIMILAR OR RELATED DAMAGES OF ANY KIND.

## DISCLAIMER OF WARRANTIES

STREAM33 EXPRESSLY DISCLAIMS ALL WARRANTIES, EXCEPT AS EXPLICITLY STATED HEREIN, TO THE FULLEST EXTENT PERMITTED BY LAW, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. THIS DISCLAIMER INCLUDES ANY ORAL WARRANTIES OR REPRESENTATIONS MADE OR IMPLIED BY ANY AGENT, EMPLOYEE, SUBCONTRACTOR, MANAGER, DIRECTOR AND/OR REPRESENTATIVE OF STREAM33. Some States do not allow limitations of how long an implied warranty lasts or the exclusion or limitation of such damages, so these limitations and exclusions may not apply to you. This warranty gives the consumer specific legal rights. You may also have other rights that vary from State to State.

## Claims

- Customer is required to provide reasonably prompt notice of any warranty claim to Stream33, in no event later than 36 hours after discovery of the defect.
- Any valid warranty claim must be made by the Customer calling (740) 314-1277 to report the claim.
- Any warranty claim by the Customer must be accompanied by all pertinent information regarding the warranty claim, including a complete description of the problem, the product, model number, color, finish, date the product was purchased and from whom the product was purchased. The original sales receipt is required to make any warranty claim.
- Stream33 reserves the right to perform any tests it deems necessary on any part claimed to be defective.

## Governing Law/Venue

Any suit involving any dispute or matter arising under Warranty may only be brought in the courts of the State of Ohio, in either Cuyahoga or Summit County. Customer hereby acknowledges that Stream33 has substantial business operations in both Cuyahoga and Summit Counties. Customer hereby consents to the exercise of personal jurisdiction by any such court with respect to any such proceeding. The Customer agrees to waive, to the fullest extent allowed by applicable law, any right to pursue claims on a class or consolidated basis or in a representative capacity, which relate in any way to the product.