

## **Bath Accessories Product Limited Warranty**

**One-Year Limited Warranty: DELANEY® Bathroom Accessories** are covered by a one-year limited warranty, which guarantees, to the original residential purchaser/owner, that the products shall be free from significant proven defects in material or workmanship under normal usage only, as long as the original user occupies the residential premises upon which the product was originally installed.

**Exclusion:** Oil Rubbed Bronze finishes are living finishes and are designed to change over time. With normal use the finish may rub off where it is frequently used and darken where it is not. This is considered to be the normal evolution of the finish and is not a defect. Therefore, Oil Rubbed Bronze finishes are not covered by a warranty.

Upon return of a defective product to Delaney Hardware, Delaney shall either repair or replace (the same or similar model) and return the product to the purchaser/owner at no charge for either parts or labor. This limited warranty does not apply to accessories that have been damaged as a result of improper installation, scratches or abrasions, misused products, or residential products used in commercial applications. "Improper installation" includes, without limitation, installation or use of a product in (a) violation of applicable law or code; or (b) any structure for which the product does not have the required rating. A finish deterioration occurring from the use of paints, solvents, other chemicals, or harsh environment is not a defect in the finish and is not covered by this limited warranty. Any product not found to be defective or covered under this warranty will be returned to the original consumer purchaser/owner. Neither the manufacturer nor Delaney Hardware Inc. shall be responsible for any cost of removing the old product, installing a new or any other costs or expenses, including the cost of returning the defective product.

**Care Instructions**: All manufacturers take steps to protect their products from tarnishing due to the above causes, but clear coated finishes require regular attention to retain their original appearance. Accessories should only be cleaned with mild soapy water and buffed with a soft cloth. All accessories should be removed from walls prior to paint application.

## NEITHER THE MANUFACTURER NOR DELANEY HARDWARE INC. SHALL BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, PUNITIVE OR SPECIAL DAMAGES IN EXCESS OF THE AMOUNT OF THE REPLACEMENT OR REPAIRED PRODUCT, EVEN IF THE MANUFACTURER OR DELANEY HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN THE POSIBBILITY OF SUCH DAMAGES. REPAIR OR REPLACMENT OF THE DEFECTIVE PROUDCT IS YOUR SOLE AND EXLUSIVE REMEDY AGAINST DELANEY FOR ANY DAMAGES SUFFERED BY YOU.

To the extent allowed by applicable law, any implied warranties, including the warranties of merchantability and fitness for a particular purpose, are hereby expressly disclaimed. In the event applicable law does not allow such disclaimer, all warranties implied by law shall be limited in duration to the duration of the applicable limited warranty provided above. <u>This Limited Warranty is in lieu of all express warranties whatsoever, which</u> <u>are hereby disclaimed.</u> Some states do not allow limitations on how long an implied warranty lasts or the exclusions of or limitation on incidental, special, indirect, punitive or consequential damages, so the above limitations or exclusions may not apply to you. For warranty service, please complete the Warranty Request on the reverse side and follow the instructions.

## WARRANTY REQUEST

Name and address of purchaser/owner:

Place of purchase or name and address of builder:

Date of purchase or date of closing:

Please describe in detail the nature of the problem:

Please mail this warranty and the product, postage paid, to:

Delaney Hardware Inc. Attention Warranty 655 Peachtree Industrial Blvd, Bldg. 100 Sugar Hill, GA 30518

Due to the possibility of loss, it is recommended that the product be mailed insured, return receipt requested.