

## LIMITED WARRANTY AND IN-HOME SERVICE

**WHAT THIS LIMITED WARRANTY COVERS: Residential Consumer.** If this Food Waste Disposer (“Product”) or any part of the Product fails at any time during its “Warranty Period” stated below due to defects in material or workmanship, Moen Incorporated (“Moen”) warrants to the original “Residential Consumer” that Moen will repair or replace the Product or part in the Residential Consumer’s home located in the United States (“USA”) or Canada, free of charge, or if Moen determines in its sole discretion that this remedy is not feasible, Moen will refund the Residential Consumer’s original purchase price of the Product or provide a credit towards another Moen garbage disposer. This warranty is not transferrable to subsequent owners of the residence.

The original “Residential Consumer” means a person who owns and occupies their USA or Canadian home at the time the Product is initially installed, or who is the first purchaser and occupant of that home from a builder/contractor/developer, or who resides in a living unit in a USA or Canadian “Multi-Family Application” (such as a duplex, apartment, or cooperative) when the Product is first installed and is responsible for the cost of the Product purchase and maintenance.

Product SKU Number (located at bottom of Product)	Horsepower (HP) (located at bottom of Product)	Warranty Period Duration for Residential and Multi-Family Applications (duration in Years) (measured from Product purchase date)
GXL1000C	1	10
GX100C	1	7
GX75C	0.75	6
GXS75C	0.75	5
GX50C	0.5	4
GXP50C	0.5	3
GXP33C	0.33	2

**Commercial Application - 1 Year Duration.** If the Product is installed under conditions in which no one qualifies as a “Residential Consumer” or “Multi-Family Application” as defined above, then the warranty holder is the owner of the dwelling or building in which the Product has been installed at the time of installation (“Commercial Holder”). For example, this includes owners of commercial or investment buildings, hospitals, nursing/assisted or staged-care living units). Except for the warranty duration, which is 1 year from the date of purchase, Products used in such commercial applications are warranted on the same terms and conditions, including but not limited to In-Home Service, as stated in this Limited Warranty.

**EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY:** THIS LIMITED WARRANTY STATES YOUR SOLE AND EXCLUSIVE REMEDY AND MOEN’S SOLE OBLIGATION IN THE EVENT OF ANY DEFECTIVE OR NON-CONFORMING PRODUCT. THESE PROVISIONS CANNOT BE CHANGED BY ANY PARTY ON BEHALF OF MOEN. REPAIRED OR REPLACED COMPONENTS ARE WARRANTED ONLY ON THE SAME TERMS AND FOR THE REMAINDER OF THE WARRANTY PERIOD OF THE ORIGINAL PRODUCT. MOEN RESERVES THE RIGHT TO DISCONTINUE OR CHANGE ANY PRODUCT. IF A PRODUCT OR COMPONENT IS NOT AVAILABLE, MOEN MAY SELECT AND PROVIDE A REPLACEMENT PRODUCT OR COMPONENT OF EQUIVALENT QUALITY AND PRICE.

**WHAT THIS LIMITED WARRANTY DOES NOT COVER:** This Limited Warranty does not cover or include Product defects, non-conformities, damages or losses attributable to or arising from:

- Accidents; abuse; misuse; negligence; lack of or improper cleaning or maintenance; damage from incorrect installation or mounting (other than by a Moen authorized service professional) such as electrical connections due to improper installation, leaks at the sink flange, dishwasher inlet or discharge elbow, or damage from excessive torquing of manufacturer’s screws; any operation inconsistent with Moen’s recommendations and instructions that are generally available in Moen’s Product Owner’s Guide or on the Moen website at [www.moen.com](http://www.moen.com). NOTE: to reduce the risk of damage to the Products and personal injury, do not put into the Product items such as large whole bones, clams or oyster shells, whole corn husks, glass, china, plastic, metal such as bottle caps, tin, aluminum foil, utensils, hot grease, or other hot liquids. READ MOEN INSTALLATION AND USE INSTRUCTIONS CAREFULLY BEFORE INSTALLATION AND USE. AND NOTE FURTHER: DO NOT ATTEMPT TO LUBRICATE YOUR PRODUCT AND NEVER PUT LYE OR CAUSTIC CHEMICAL DRAIN CLEANERS INTO THE PRODUCT, AS THEY ARE CONSIDERED IMPROPER MAINTENANCE AND MAY CAUSE CORROSION OF METAL PARTS WHICH DAMAGE WILL BE DETECTABLE AND NOT COVERED BY THIS WARRANTY.
- Excessive wear beyond normal wear and tear from private household use; damage from fire, flood, or other acts of God.
- Outdoor installations or use with yard or planting debris or soil.
- Repair or replacement service performed by other than by a Moen authorized service professional.
- Removal of any other materials (such as sinks, counters, tiles, flooring or other plumbing fixtures), reinstallation, refinishing, or additional labor if and to the extent required or provided by Moen’s authorized service professional in order to repair or replace the Product or part under warranty.
- Installations in commercial, industrial, or investment property, or in multi-resident facilities except to purchasers who qualify as Residential Consumers or Commercial Holders, as defined above.
- Installations anywhere other than the United States and Canada.

**DISCLAIMER OF OTHER WARRANTIES:** EXCEPT AS STATED IN THE FOLLOWING SENTENCE, THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY OF MOEN WITH RESPECT TO THE PRODUCTS. ALL IMPLIED WARRANTIES ARE STRICTLY LIMITED TO THE DURATION OF THE LIMITED WARRANTY APPLICABLE TO THE PRODUCTS AS STATED ABOVE, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. SOME STATES OR PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

**MOEN’S LIMITATION OF LIABILITY:** NOTWITHSTANDING THE TERM OF ANY OTHER LIMITED OR IMPLIED WARRANTY, OR IN THE EVENT THAT THIS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL MOEN’S ENTIRE LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCT. FURTHER, MOEN SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, TEMPORARY/PERMANENT RELOCATION OF RESIDENCE OR PROPERTY, EMOTIONAL DISTRESS, LOSS OF USE, INCONVENIENCE, CLAIMS OF THIRD PARTIES FOR DAMAGES, LOST REVENUES AND LOST PROFITS, ARISING OUT OF ANY THEORY OF RECOVERY, INCLUDING STATUTORY, CONTRACT OR TORT. SOME STATES OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO THE ORIGINAL PURCHASER.

**MAKING CLAIMS AND OBTAINING IN-HOME SERVICE:** To obtain benefits under this Limited Warranty, contact Moen at [www.moen.com](http://www.moen.com) or 1.800.289.6636 for instructions on obtaining repair or replacement and in-home service from a Moen authorized service professional. Claimant will be required to provide proof of Product purchase and premises ownership, and any replaced Product or components are required to be returned to Moen or the Moen authorized service representative. Moen will determine in its sole discretion if a Product or claim is covered by this Limited Warranty.