

# Limited Warranty



## LIMITED WARRANTY TERMS

PASGO offers the following parts only, limited warranty (for the designated period) for its products and components thereof (the "Limited Warranty"). PASGO's Limited Warranty extends only to the consumer who originally purchased the product and applies solely to residential use. PASGO will, at its election, repair or replace a product found by PASGO, in its sole judgment, to be defective within the warranty period (as defined below). The words "you," "your," and "yours" in this Limited Warranty refers to the consumer who originally purchased the product.

This Limited Warranty applies during the warranty period so long as the product remains in your use and the product at issue remains in its original place of installation. This Limited Warranty applies only to PASGO® products purchased from an authorized dealer in the United States or Canada. Proof of purchase (i.e. original sales receipt) from your purchase must be provided with all warranty claims and any claim made without proof of purchase may be denied. A warranty claim must be made by you within thirty (30) days of discovery of the alleged non-conformity or defect or such claim may be denied. It is the express intent of PASGO that this Limited Warranty in regards to the applicable purchased products is pursuant to all applicable sections of the Uniform Commercial Code ("UCC") Article 2 governing the sale of goods.

**Neither the authorized PASGO dealer, nor any other person, is permitted to make any affirmation, representation, or warranty other than those contained in this limited warranty. Any affirmation, representation, or warranty other than those contained in this Limited Warranty shall not be enforceable against PASGO or any other person.**

**PASGO's replacement of a product is limited to supplying a replacement product or part (same as existing, or if not available, a comparable product). PASGO's warranty obligation shall be discharged upon tender of parts, replacement, or repair of the product. YOUR REFUSAL TO ACCEPT THE TENDER TERMINATES ALL WARRANTY OBLIGATIONS AND VOIDS THE WARRANTY. Costs of freight associated with (i) returning products to PASGO for repairs or replacement and (ii) shipping of replacement product(s) or parts covered by this limited warranty is your sole responsibility. Any product replaced or repaired during the warranty period will be covered only for the remaining period of the original limited warranty.**

Any modification or alteration of any PASGO product by any person will void this Limited Warranty. PASGO recommends that product installations and repairs be performed by an experienced professional in the installation of bathroom products (specifically, glass shower and tub doors) and in accordance with the installation manual without modification. Installation or repairs that deviate from the installation manual shall VOID THE WARRANTY. Installation of certain products, including, without limitation, glass products (specifically, shower and tub doors) by an inexperienced installer may result in glass breakage and, consequently, may cause personal injury or even death. Please note that tempered glass is designed to fracture into small pieces and breakage of such may result in injury or death.

**This Limited Warranty shall not apply to breakage or damages caused by normal wear and tear, fault, carelessness, abuse, misuse, misapplication, improper maintenance, alteration or modification of the unit, as well as chemical or natural corrosion, accident, fire, flood, act of God or any other casualty. Improper care and cleaning will VOID THIS LIMITED WARRANTY. Use of cleaners containing abrasive cleansers, ammonia, bleach, acids, waxes, alcohol, solvents or other products not recommended for hardware finishes, glass or acrylic, as they may damage the metal, glass or acrylic finish of your product, will VOID THIS LIMITED WARRANTY. For additional product maintenance instructions, please refer to the website. This limited warranty does not extend to any non-PASGO plumbing or other components installed by installers, end users, or by any party other than PASGO.**

**IN NO EVENT WILL PASGO BE LIABLE FOR COSTS OF REPAIR, REPLACEMENT OR INSTALLATION OF ANY MATERIALS, INCLUDING BUT NOT LIMITED TO TILE, MARBLE, CAULKING, DRYWALL, CEMENT BOARD, BACKER BOARD, GROUT, AND ADHESIVE. PASGO IS NOT RESPONSIBLE FOR INSTALLATION, REMOVAL, OR REINSTALLATION COSTS OF ANY PRODUCT REQUIRING WARRANTY.**

## PARTS ONLY LIMITED WARRANTY

The Limited Warranty covers replacement parts for all defects for the designated period. Please allow 24-48 hours for processing of warranty issued parts. LABOR CHARGES AND/OR DAMAGE INCURRED DURING INSTALLATION, REPAIR, OR REPLACEMENT, AS WELL AS ANY OTHER KINDS OF ANCILLARY COST, LOSS OR DAMAGE ARE EXCLUDED. ONCE

WARRANTY REPLACEMENT PARTS ARE SHIPPED, THE WARRANTY IS ACTIVATED AND SUCH PRODUCT MAY NOT BE RETURNED FOR REFUND THEREAFTER.

#### **COMMERCIAL USE AND EXCLUSIONS**

NOTWITHSTANDING ANY OTHER TERMS IN THIS LIMITED WARRANTY, THE DURATION OF THE APPLICABLE LIMITED WARRANTY EXCLUDES ALL INDUSTRIAL, COMMERCIAL AND BUSINESS USAGE. THE WARRANTY PERIOD FOR PRODUCTS INSTALLED FOR COMMERCIAL APPLICATIONS OR USED IN COMMERCIAL VENTURES, INCLUDING BUT NOT LIMITED TO MOTELS, HOTELS, CASINOS, STUDENT HOUSING, CONDOS, APARTMENTS, AND FITNESS CENTERS, IS A ONE (1) YEAR FROM THE DATE OF PURCHASE FOR ALL PRODUCTS, WITH ALL OTHER TERMS OF THIS WARRANTY APPLYING EXCEPT THE DURATION OF THE WARRANTY.

#### **LIMITATION OF LIABILITY**

PASGO HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, (i) FOR PRODUCTS SOLD AS DEALER OR STORE DISPLAYS, (ii) FOR PRODUCTS THAT ARE ANTEDILUVIAN OR DISCONTINUED, AND (iii) FOR PRODUCTS USED IN CONNECTION WITH A HOT TUB, JETTED TUB, WHIRLPOOL, SPA, HYDROTHERAPY TUB, OR ANY BATHING FIXTURE THAT CIRCULATES OR PUMPS WATER INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

THE FOREGOING LIMITED WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PASGO IS NOT LIABLE FOR PERSONAL INJURIES OR DEATH TO ANY PERSON OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SPECIAL OR PUNITIVE DAMAGES, LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, INCONVENIENCE, INCIDENTAL EXPENSES, LABOR OR MATERIAL CHARGES, OR ANY OTHER COSTS RESULTING FROM THE USE OF ITS PRODUCTS OR PERTAINING TO THE APPLICATION OF THE PRESENT LIMITED WARRANTY, OR RESULTING FROM THE REMOVAL, IMPROPER INSTALLATION OR REPLACEMENT OF ANY PRODUCT OR PART COVERED BY THIS LIMITED WARRANTY.

#### **PRODUCT WARRANTY PERIODS**

This Limited Warranty applies to PASGO products purchased after October 1, 2021. PASGO reserves the right to modify this Limited Warranty at any time, provided however, that the Limited Warranty in effect at the time of purchase is the applicable Limited Warranty for the product purchased. The warranty periods for specific products for residential consumers (non-industrial, non-commercial, non-business use only) are as specified below:

##### **Lifetime Limited Warranty:**

PASGO warrants the below products to be free from defects in workmanship and materials under normal residential use for a period commencing from the initial date of purchase by the owner, contractor, or builder from an authorized PASGO dealer for the life of the product as long as the original consumer purchaser resides in the home in which the product is installed. PASGO DOES NOT WARRANT GLASS FOR SCRATCHES, CHIPS, WATER SPOTS, BREAKING OR ANY OTHER DAMAGE AFTER INSTALLATION. THE WARRANTY SHALL BE VOID IF THE SHOWER SEAT IS NOT PROFESSIONALLY INSTALLED INTO THE STUDS ON A PROPERLY REINFORCED WALL (SUCH AS STATED IN THE PRODUCT INSTALLATION MANUAL).

- Shower door hardware (wheels, handles, rails, towel bars, guide, etc.) for non-artificial quality issues or malfunctions
- Vanity sinks (porcelain, granite, marble and quartz against manufacturing defects)
- Toilets (porcelain)
- Faucets (body leakage against manufacturing defects)

##### **Five (5) Year Limited Warranty:**

PASGO warrants the below products purchased by the owner, contractor, or builder from an authorized PASGO dealer to be free from defects in workmanship and materials under normal residential use for a period of five (5) year from the date of purchase of the product as long as the original consumer purchaser resides in the home in which the product is installed.

- Shatter-proof film bonded on glasses (Warranted against wrinkling or peeling under normal indoor use. Any human-caused damage to the film surface after delivery is not covered.)
- Faucets (ceramic cartridges against manufacturing defects, excluding finish)

##### **One (1) Year Limited Warranty:**

PASGO warrants the below products purchased by the owner, contractor, or builder from an authorized PASGO dealer to be free from defects in workmanship and materials under normal residential use for a period of one (1) year from the date of purchase of the product as long as the original consumer purchaser resides in the home in which the product is installed.

- All hardware finishes
- Shower door hardware (diverter, screws, plastic strips, bottom sweeps, vinyl seals, etc.)
- Shower door tempered glass with shatter-proof film
- Vanity cabinets and wheels, handles, hinges, pivots, screws, legs and soft-close mechanism
- Vanity mirrors and medicine cabinets
- Electrical components
- Toilets drainage system
- Shower panels
- Faucet mechanical component (plastic cartridges, rubber rings, sprayers, showerheads, flexible hoses, aerators, caps, handles, plates, diverters, etc.)
- Bath accessories

#### **STATE AND LOCAL LAWS RELATED TO THIS LIMITED WARRANTY**

The laws and regulations that govern the installation and use of shower or tub doors, shower enclosures, shower bases, and other accessories may vary by region, state, or municipality. This Limited Warranty gives you specific legal rights. You may also have other rights, which vary from state to state or province to province. Some states/provinces do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of special, incidental or consequential damages, so these limitations and exclusions may not apply to you. In the event state law precludes exclusion or limitation of implied warranties, the duration of any such warranties shall be no longer than, and the time and manner of presenting any claim thereon shall be the same, as provided in this Limited Warranty. **EXCEPT AS OTHERWISE PROVIDED ABOVE, PASGO MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR COMPLIANCE WITH ANY CODE. PASGO IS NOT RESPONSIBLE FOR VERIFYING BUILDING CODE RESTRICTIONS ON INSTALLATION OR USE, AND ANY SUCH COMPLIANCE IS EXCLUDED FROM THIS WARRANTY.**

#### **WARRANTY SERVICE**

**To file a warranty claim all of the following information is required:**

- Name, address and telephone number;
- Product model number, color, finish;
- A photograph of the product;
- Complete description of problem (please note that additional information such as additional photos may be required to process your claim);
- An explanation of any action by you or others in an attempt to remedy the problem;
- Date of purchase and from whom the product was purchased;
- Proof of purchase (i.e. sales receipt, invoice); and
- Purchase order, invoice or original purchaser name.

#### **WHAT IS NOT COVERED**

Because PASGO Company is unable to control the quality of PASGO products sold by unauthorized sellers, unless otherwise prohibited by law, this warranty does not cover PASGO products purchased from unauthorized sellers.

Any labor charges incurred by the purchaser to repair, replace, install or remove this product are not covered by this warranty. PASGO Company shall not be liable for any damage to the faucet resulting from reasonable wear and tear, outdoor use, misuse (including use of the product for an unintended application), freezing water, abuse, neglect or improper or incorrectly performed installation, maintenance or repair, including failure to follow the applicable care and cleaning instructions. PASGO Company recommends using a professional contractor for all installation and repair of PASGO products. We also recommend that you use only genuine PASGO replacement parts.

## **WHAT YOU MUST DO TO OBTAIN WARRANTY SERVICE OR REPLACEMENT PARTS**

A warranty claim may be made and replacement parts may be obtained by calling or by contacting us by mail or online as follows (please include your model number, date of original purchase and documentation of the date of receipt of the product by the original purchaser or their authorized representative (installation contractor, etc.)):

In the United States:

- New York

Phone: 718-981-7159 / 347-574-1205

Fax: 718-981-7176

Email: [orderny@pasgousa.com](mailto:orderny@pasgousa.com)

Address: 709 Berriman Street, Brooklyn NY 11208

- San Francisco Warehouse

Phone: 415-769-9388

Email: [pasgousa@gmail.com](mailto:pasgousa@gmail.com)

Address: 2493 American Ave, Hayward CA 94545

- Philadelphia Warehouse

Phone: 267-838-8994 / 267-233-8971

Email: [orderpa@pasgousa.com](mailto:orderpa@pasgousa.com)

Address: 3670 G St Philadelphia PA 19134

## **LIMITATION ON DURATION OF IMPLIED WARRANTIES**

Please note that some states do not allow limitations on how long an implied warranty lasts, so the below limitations may not apply to you. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY IMPLIED WARRANTY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, IS LIMITED TO THE STATUTORY PERIOD OR THE DURATION OF THIS WARRANTY, WHICHEVER IS SHORTER.

## **LIMITATION OF SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES**

Please note that some states do not allow the exclusion or limitation of special, incidental or consequential damages, so the below limitations and exclusions may not apply to you. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS WARRANTY DOES NOT COVER, AND PASGO COMPANY SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LABOR CHARGES TO REPAIR, REPLACE, INSTALL OR REMOVE THIS PRODUCT), WHETHER ARISING OUT OF BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, TORT, OR OTHERWISE. PASGO COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGE RESULTING FROM REASONABLE WEAR AND TEAR, OUTDOOR USE, MISUSE (INCLUDING USE OF THE PRODUCT FOR AN UNINTENDED APPLICATION), ABUSE, NEGLIGENCE OR IMPROPER OR INCORRECTLY PERFORMED INSTALLATION, MAINTENANCE OR REPAIR, INCLUDING FAILURE TO FOLLOW THE APPLICABLE INSTALLATION, CARE AND CLEANING INSTRUCTIONS. OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT.

## **ADDITIONAL RIGHTS**

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

This is PASGO Company's exclusive written warranty and the warranty is not transferable.

If you have any questions or concerns regarding technical support, installation or our warranty, please contact us as provided above or visit our website at [www.PASGO.com](http://www.PASGO.com).