

KES Limited Warranty

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This is a Limited Warranty. It applies to KES-branded products purchased new from KES or from a KES authorized seller and delivered to one of the countries listed in Section 9.

This version applies to products purchased on or after the Effective Date stated above. For products purchased before that date, KES will honour the warranty terms that were supplied with the product, or these terms, whichever is more favourable to the consumer.

1. Who gives this warranty

This warranty is given by the manufacturer:

Heshan KES Sanitary Ware Limited

No. 6 Taihe Road, Dongxi Development Zone B, Zhishan Town, Heshan City, Guangdong, China
(referred to as “KES”, “we”, “us”)

KES is the warrantor in every market listed in Section 9 and makes the final decision on every warranty claim. KES customer service is the point of contact through which consumers submit claims (Section 6); it receives, documents, and processes claims on our behalf.

You do not need to return any product to China. Where a return, inspection, or exchange is required, KES will tell you where to send the item and will arrange or reimburse the return shipping for a covered claim.

2. Who is covered

- **Original consumer purchaser** — the person or entity that purchased the product new, for their own use, from KES or a KES authorized seller, and can provide dated proof of purchase.
- **Original residential consumer purchaser** — an original consumer purchaser who is a natural person and who installed, or had installed, the product in a dwelling that they own and occupy. Lifetime coverage under Section 3.1(a) and Section 3.3(a) is available only to this group.
- **All other purchasers** — including commercial, industrial, business, rental, hospitality, institutional, contractor, and landlord purchasers, and any purchaser who is not the original consumer purchaser.

This warranty is not transferable, except that coverage stated as lasting for as long as the original residential consumer purchaser owns the home ends when that person no longer owns that home. Dated proof of purchase (a KES order number, or an order number or invoice from an authorized seller) is required for every claim. Products bought second-hand, or bought outside KES authorized channels, are not covered.

3. What is covered and for how long

KES warrants that its products are free from defects in material and workmanship for the periods below, measured from the **original date of purchase** unless stated otherwise.

3.1 Faucets and complete shower systems

In this Section, a **complete shower system** means a shower product supplied by KES as a set that includes a valve or mixer — for example, a shower system supplied with a valve, shower arm, showerhead, and hand shower. Shower components sold on their own, including showerheads, hand showers, shower arms, hoses, slide bars, and body jets, are covered under Section 3.6.

What is wrong	Original residential consumer purchaser	All other purchasers
(a) A leak or drip originating from the faucet body, the valve body, or the cartridge	For as long as that purchaser owns the home in which the product was originally installed ("lifetime")	3 years
(b) A leak or drip originating from any other part of the product	3 years	3 years
(c) Finish (including discolouration, flaking, corrosion, and tarnishing) and any other defect that is not a leak	1 year	1 year

3.2 Water hammer

If a product covered by this warranty causes water hammer (hydraulic shock in the water supply) as a result of a defect in the product, that defect is covered for **3 years** from the original date of purchase, for all purchasers.

3.3 F209DF adhesive-mount series

The F209DF series is mounted with an adhesive pad supplied by KES.

- (a) The **adhesive pad itself** is warranted against defects in material and workmanship for as long as the original residential consumer purchaser owns the home in which the product was originally installed ("lifetime"); for all other purchasers, **3 years** from the original date of purchase.
- (b) This coverage applies to defects in the adhesive material or its manufacture. It does not apply where the pad fails to hold because the mounting surface is not a surface listed as suitable in the installation instructions supplied with the product, or because the product was not installed in accordance with those instructions.
- (c) **However**, if a failure is caused by an error, omission, or lack of clarity in the KES installation instructions, KES will not treat it as an installation error by the consumer, and the claim will be covered.
- (d) Remedy: KES supplies replacement adhesive pads **free of charge and pays the shipping cost**. Supplying a replacement pad does not start a new warranty period and does not extend the original one.
- (e) All other parts of an F209DF product are covered under Section 3.6.

3.4 Registered drain products — S2007, S2008, S2013, S2017, S2018

- Base warranty: **2 years** from the original date of purchase.
- If the product is registered with KES **within 30 days of the date of purchase**, the warranty period is extended by **1 year**, giving a total of **3 years** from the original date of purchase.
- The extension is available in every market listed in Section 9, and for every purchase channel, on presentation of a valid, eligible order.
- Registration: keshome.com/product-registration, or scan the QR code in the product instructions.
- In all markets, both the base period and the extended period run from the original date of purchase.

3.5 A23075 spring-loaded toilet paper holder

- (a) The **spring-loaded roller arm** is covered by **free replacement for 3 years** from the original date of purchase, for all purchasers. Supplying a replacement does not start a new warranty period and does not extend the original one.
- (b) All other parts of an A23075 product are covered under Section 3.6.

3.6 All other products

1 year from the original date of purchase.

Where more than one provision above could apply to the same product, the provision giving the longer period for the defect in question applies.

4. What KES will do

During the applicable period, and free of charge, KES will do one of the following, at our option: supply the parts needed to correct a covered defect; repair the product; or replace the defective part or product. If repair or replacement is not commercially practical, KES may refund the purchase price against return of the product.

Replacement parts and products may be new or refurbished. **Where KES replaces a product or a part, the replacement is covered only for the remainder of the original warranty period. A replacement does not start a new warranty period and does not extend the original one.**

KES pays the cost of shipping replacement parts and products to the consumer for a covered claim. KES does not pay for labour, installation, removal, or reinstallation.

5. What is not covered

This warranty does not cover:

- normal wear and tear;
- damage or failure resulting from improper installation, improper maintenance, use outside the product's intended application, outdoor use, freezing, water pressure or water quality outside the range stated in the instructions, abuse, misuse, accident, or unauthorised modification or repair;
- damage caused by cleaners containing abrasives, ammonia, bleach, acids, waxes, alcohol, or other organic solvents;
- consumable and wear parts beyond the periods stated in Section 3, including filters, washers, seals, and batteries;
- products purchased second-hand, or purchased outside KES authorized channels;
- labour, installation, removal, or reinstallation charges, and any cost of gaining access to the product; and
- products from which the model or serial identification has been removed or made illegible.

Returns are not warranty claims. If you simply want to send a product back, that is covered by the KES **30-day return policy**, which is separate from this warranty and is available at keshome.com. This warranty is not a right to return a product: it entitles you to parts, repair, replacement, or — where repair or replacement is not commercially practical — a refund, as set out in Section 4.

6. How to make a claim

Contact KES customer service and provide: the model number, dated proof of purchase, a description of the problem, and a photograph or short video where possible.

- Email: cs@keshome.com
- Phone: +1-888-667-4833
- Full terms and downloadable copies in other languages: keshome.com/warranty

KES will acknowledge your claim and tell you the next steps **within a reasonable time**. KES may ask for further information or images, or ask you to return the product for inspection, before a claim is decided; where a return is required, KES will tell you where to send it and will arrange or reimburse the return shipping for a covered claim.

7. Limitation of liability

To the extent permitted by law, KES's total liability under this warranty shall not exceed the purchase price paid for the product, and KES shall not be liable for incidental or consequential damages.

Some states and other jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Nothing in this warranty excludes or limits KES's liability for death or personal injury caused by our negligence, for fraud, or for any other liability that cannot be excluded or limited under applicable law.

8. Implied warranties and your legal rights

Any implied warranties, including any implied warranty of merchantability or of fitness for a particular purpose, are limited in duration to the applicable warranty period stated in Section 3. **Some states and other jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.**

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state and from country to country. This limited warranty is a voluntary commercial guarantee given by the manufacturer. It is **in addition to**, and does not replace, restrict, or reduce, any mandatory rights or remedies you have against the seller or any other person under the law that applies where you live. See the country annex for your market in Section 10.

9. Where this warranty applies

This warranty applies to products delivered to:

- **North America** — United States, Canada, Mexico
- **Europe (European Union)** — Germany, France, Spain, Italy, Netherlands, Poland, Sweden, Ireland, Belgium, Austria
- **Other markets** — United Kingdom, Japan

This warranty does not apply to products delivered to any other country. The United Kingdom is not a member of the European Union or the EEA. The European Union countries listed above are the only EU countries covered; this warranty is not offered across the whole of the EU/EEA.

10. Country annexes

The annex for your market forms part of this warranty.

Annex A — United States. This is a Limited Warranty for the purposes of the Magnuson-Moss Warranty Act. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Annex B — Canada. The warranty periods and the coverage in Section 3 apply in Canada on the same terms as in the United States. This commercial warranty does not replace, restrict, or reduce any mandatory rights or remedies available to you under applicable Canadian federal, provincial, or territorial law. *(Supplied in Canadian French for Quebec.)*

Annex C — European Union (the countries listed in Section 9). This limited warranty is a commercial guarantee given by the manufacturer. It is in addition to, and does not affect, your statutory rights against the seller under the law of your country, including your right to a remedy for goods that are not in conformity with the contract of sale for a period of at least two years from delivery. To exercise your statutory rights, contact the seller from whom you bought the product.

Annex D — United Kingdom. This limited warranty is a commercial guarantee given by the manufacturer. It is in addition to, and does not affect, your statutory rights under the Consumer Rights Act 2015 against the retailer from whom you bought the product.

Annex E — Japan. 本保証は製造者による任意の商業保証であり、消費者契約法その他の日本の強行法規に基づくお客様の権利を制限し、または排除するものではありません。

Annex F — Mexico. For products delivered to Mexico, the Spanish-language version of this warranty (es-MX) is the controlling version. It is supplied with the product and is available at keshome.com/warranty. It states the address in Mexico at which claims may be made and parts obtained, as required by the Ley Federal de Protección al Consumidor. This commercial warranty does not replace, restrict, or reduce the rights granted to you by that law. Time spent on repairs carried out under this warranty is not counted within the warranty period, and KES bears the transport costs arising from fulfilment of this warranty.

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