KES Limited Warranty

Policy ID KES-WTY-GLOBAL · Version 2.4 · Revised 20 October 2026 · Effective 1 November 2026 · English (en)

This is a Limited Warranty. It applies to KES-branded products purchased new through a KES official channel (see Section 2) and delivered to one of the countries listed in Section 9.

Where this warranty applies. This warranty covers products delivered to the countries listed in Section 9 (19 countries in all); products delivered to any other country are not covered. Find your country below; the annex shown forms part of this warranty for you.

- United States — Annex A (including California)
- Canada — Annex B (including Quebec)
- Mexico — Annex F; the Spanish-language version of this warranty (es-MX) is the controlling version
- Germany, France, Spain, Italy, Netherlands, Poland, Sweden, Ireland, Belgium, Austria, Portugal — Annex C; for Poland also C.4, for Belgium C.5, for Spain C.6, for Portugal C.7, for Italy C.8, for Ireland C.9, for Sweden C.10, for Germany C.11, for Austria C.12, and for France Annex H
- United Kingdom — Annex D
- Japan — Annex E
- Australia — Annex G
- Brazil — Annex I, which changes Sections 2, 4, 5, 6, 7 and 8 and prevails over them; the Portuguese-language version of this warranty (pt-BR) is the controlling version
- Turkey — Annex J, which prevails over anything to the contrary in this warranty; periods run from delivery and are never shorter than 2 years (J.4(a))

This version applies to products purchased on or after 1 November 2026. It does not reduce any rights or remedies that you already have under applicable law or under warranty statements or advertising that are legally binding in relation to your purchase, including statements supplied with the product. If a binding earlier statement gives you more favourable protection, KES will honour that protection. A change to this website does not by itself shorten the warranty applicable to an existing purchase.

Important limitations — the following does not apply in Quebec. For products delivered to the United States, or to Canada outside the Province of Quebec: any implied warranty, including the implied warranties of merchantability and fitness for a particular purpose, is limited in duration to the applicable warranty period in Section 3. **Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. The limitation on how long implied warranties last, and any limitation in Section 7 of remedies for breach of an implied warranty, does not apply to products delivered to consumers in Kansas, Maine, Maryland, Massachusetts, Mississippi, Vermont, West Virginia or the District of Columbia. In West Virginia, Massachusetts, Maryland and the District of Columbia, none of the limitations in Section 7 or in the first paragraph of Section 8 applies to products delivered to consumers, whether the warranty concerned is express or implied.** KES is not liable for incidental or consequential damages (Section 7). **Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.**

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. KES assesses each warranty claim and will give you its decision in writing with reasons. That decision is not final: you may dispute it, and nothing in this warranty limits your right to take the matter to a consumer authority, an alternative dispute resolution body or a court. KES customer service is the point of contact through which consumers submit claims (Section 6); it receives, documents, and processes claims on our behalf.

Where KES HILI INC. is identified as the retail seller on your order, it assists with claims on the manufacturer's behalf. This role description does not exclude or limit any obligation or liability of KES HILI INC. under applicable law.

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, through a KES official channel, and can provide dated proof of purchase. The KES official channels are: KES or a KES group company directly, including keshome.com; the KES stores on Amazon, Walmart and TikTok Shop, where KES, a KES group company (KES HILI INC. or KES HOME (U.S.) LIMITED) or a seller authorized by KES (AQUATEK INNOVATIONS LIMITED, on Amazon Japan) is shown as the seller; and Wayfair and The Home Depot, where the product is sold by Wayfair or The Home Depot itself.
- **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.

If ownership of the product passes to another consumer while this warranty is running, the new owner is covered for the remaining period, on providing the original dated proof of purchase. 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; a later owner is then covered for the period stated for all other purchasers, measured from the original date of purchase. Dated proof of purchase from a KES official channel (an order number, order confirmation or receipt), or other reasonable evidence of the original purchase and its date, is required for every claim. A product received new as a gift is covered for the recipient as if the recipient had bought it, on providing the purchaser's dated proof of purchase. This warranty does not cover a product that was first sold new by a seller other than a KES official channel; KES may, at its discretion, supply parts or carry out repair for a fee. A product first bought new through a KES official channel stays covered when it passes to a later owner, as described above.

The purchaser categories in this Section determine eligibility for the additional contractual benefits described in this warranty. They do not determine whether you are a consumer under applicable law, and they do not exclude or restrict any mandatory rights or remedies. In particular, classification as a landlord, business purchaser or other purchaser does not, by itself, remove any statutory consumer protection that applies to you.

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. Wherever this warranty measures a period from the

original date of purchase, and the product was delivered to the original purchaser after that date, the period runs from the date of delivery instead.

3.0 Registered extension — applies to every KES product

- Any KES product in this Section may be registered with KES to extend its warranty by **1 year**. The extension applies to **all KES products**; it is not limited to any particular model, series or category.
- Registration may be completed **at any time** after purchase. There is no deadline to register, and registering later does not reduce the extension.
- The extension adds **1 year** to each period stated in Sections 3.1 to 3.6 that is given as a fixed number of years. Where a period is stated as lasting for as long as the original residential consumer purchaser owns the home (Sections 3.1(a) and 3.3(a)), that lifetime coverage is already unlimited and is therefore unchanged by registration.
- Both the base period and the extended period run from the **original date of purchase** or, if later, the date the product was delivered to the original purchaser, subject to any different starting date, longer period, suspension or extension required by applicable law or the applicable country annex. Registration does not restart the clock.
- Registration: keshome.com/product-registration, or scan the QR code in the product instructions. Registration is available in every market listed in Section 9; in the European Union countries listed there, the extension does not apply (Annex C.2).
- Registration is optional: the coverage in Sections 3.1 to 3.6 applies whether or not you register. For every product covered by this warranty that is sold in or delivered to California, each fixed warranty period in Sections 3.1 to 3.6 is automatically extended by 1 year. Registration is not required to obtain the base coverage, the additional year, or any remedy under this warranty. This applies regardless of the seller's location and overrides every reference in this warranty to an extension on registration. Lifetime coverage is unchanged.
- This Section 3.0 applies to every product covered by this warranty, whenever it was purchased.

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

The periods in rows (b) and (c) are extended by 1 year on registration under Section 3.0. Row (a) is lifetime coverage for the original residential consumer purchaser and is unchanged by registration; for all other purchasers, the 3-year period in row (a) is extended by 1 year on registration under Section 3.0.

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, extended by 1 year on registration under Section 3.0.

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.
- (f) The lifetime coverage in (a) is unchanged by registration. The 3-year period in (a) for all other purchasers, and the period in Section 3.6, are extended by 1 year on registration under Section 3.0.

3.4 Drain products

- Base warranty: **2 years** from the original date of purchase, for all purchasers.
- On registration under Section 3.0, the warranty period is extended by **1 year**, giving a total of **3 years** from the original date of purchase.
- Except where a country annex provides otherwise (Annexes C and J), 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, extended by 1 year on registration under Section 3.0. 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, extended by 1 year on registration under Section 3.0.

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.

Spare parts. KES will keep functional spare parts for each product model available for at least 10 years after the last unit of that model is placed on the market. Where applicable law requires service literature, documentation, parts or tools to be made available, KES will provide them to the persons entitled to receive them, for the period and on the

terms required by that law. If a spare part can no longer be supplied, KES will, for a claim covered by this warranty, provide an equivalent replacement product free of charge and, outside a covered claim, offer a discount on an equivalent KES product as an additional option. An offer of a replacement product or a discount does not discharge KES's spare-parts obligations or replace any remedy required by law. Outside a covered warranty claim, spare parts may be charged for, subject to applicable law. The spare-parts availability period does not shorten any longer warranty coverage. This does not limit your other rights under this warranty or the law. (Brazil: see Annex I. Turkey: see Annex J.)

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, or accident;
- damage or failure caused by a modification or repair of the product, but only where KES can demonstrate that the modification or repair caused the defect. Having the product installed, maintained or repaired by anyone you choose, or using parts that are not KES parts, does not by itself void this warranty or reduce its coverage;
- failure of an F209DF adhesive pad in the circumstances described in Section 3.3(b);
- 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 excluded under Section 2, namely products first sold new by a seller other than a KES official channel;
- 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, but only where the product and its purchase cannot otherwise be identified (for example, from your proof of purchase and photographs of the product).

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. The 30-day return policy does not limit any statutory right of withdrawal, or any statutory right to a price reduction, to terminate the contract or to return the product, that you may have under the law that applies to you.

6. How to make a claim

Make your claim by email to KES customer service — email is the main channel for warranty claims in every market — and provide: the model number, dated proof of purchase (or other reasonable evidence of the purchase and its date), a description of the problem, and a photograph or short video where possible. The absence of a photograph or video will not, by itself, prevent a claim from being assessed.

- Email (main channel): **cs@keshome.com**
- Phone (United States number): **+1-888-667-4833** — answered Monday to Friday, 8 a.m. to 4 p.m. Pacific Time
- Full terms and downloadable copies in other languages: **keshome.com/warranty**

KES will acknowledge your claim and tell you the next steps **within two business days** of receiving it. 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

Where Sections 7 and 8 apply. This Section 7 and the first paragraph of Section 8 apply only to products delivered to the United States, or to Canada outside the Province of Quebec. They do not apply to products delivered to any other country listed in Section 9: there, KES's liability, and the duration of any warranty or guarantee implied by law, are as provided by the law that applies where you live, without any limitation by this warranty.

The following clause does not apply in Quebec. 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 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. (Brazil: see Annex I. Turkey: see Annex J.)

8. Implied warranties and your legal rights

The first paragraph of this Section applies only to products delivered to the United States, or to Canada outside the Province of Quebec (see Section 7).

The following clause does not apply in Quebec. 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 do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. The limitation on how long implied warranties last, and any limitation in Section 7 of remedies for breach of an implied warranty, does not apply to products delivered to consumers in Kansas, Maine, Maryland, Massachusetts, Mississippi, Vermont, West Virginia or the District of Columbia. In West Virginia, Massachusetts, Maryland and the District of Columbia, none of the limitations in Section 7 or in the first paragraph of Section 8 applies to products delivered to consumers, whether the warranty concerned is express or implied.**

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, Portugal
- **Other markets** — United Kingdom, Japan, Australia, Brazil, Turkey

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.

California. KES does not maintain service and repair facilities in California. For a KES product sold in California that does not conform to this warranty, California Civil Code section 1793.3 provides the following routes for obtaining a remedy.

(a) You may return the product to the retailer from which you bought it. That retailer must do one of the following: repair it to conform to this warranty; direct you to a reasonably close independent repair or service facility willing to repair it under section 1793.3; replace it with an identical or reasonably equivalent product; or refund the original purchase price less the amount directly attributable to your use before you discovered the defect.

(b) You may instead return the product to any California retailer of like KES products. That retailer may provide any of the remedies described in (a).

If you cannot return the product because of its size or weight, method of attachment, method of installation, or the nature of the defect, give notice of the defect to the retailer. Written notice counts as returning the product for purposes of (a) and (b). The retailer must then repair it at your home, pick it up for repair, or arrange transport to its place of business, with reasonable transport costs at the retailer's expense. You may also notify KES at cs@keshome.com.

(c) If the product's wholesale price to the retailer was $50 or more, and the course of action under either (a) or (b) has not provided appropriate relief, you may use an independent repair or service facility if repair can be economically accomplished. KES will pay you, or the facility if you assign your rights to it, the actual and reasonable cost of service and repair, including parts and reasonable transport costs, plus a reasonable profit. You will not be responsible for those charges. KES's additional commitment immediately below removes the price threshold for the consumer claims it covers.

KES additional commitment — no minimum price. For products covered by this warranty that are purchased primarily for personal, family or household use and sold in or delivered to California, KES will provide the independent-repair reimbursement described above, and will apply the tolling and non-expiry protections described below to this limited warranty, without a minimum wholesale or retail price. KES will not require you to establish a wholesale price to obtain these benefits.

If the product cannot practicably be repaired to conform to this warranty because of its method of installation or because it has become affixed to your home, KES will either replace and install it or reimburse the purchase price you paid, including installation costs, less the amount directly attributable to your use before you discovered the defect. If KES does not repair the product to conform to this warranty after a reasonable number of attempts, KES will replace it or reimburse the purchase price, less the amount directly attributable to your use before you discovered the defect (California Civil Code section 1793.2(d)(1) and (e)).

For a product selling for $50 or more, the applicable warranty period is tolled (paused) from the date you deliver the product for warranty service or repair or notify KES or the seller of the defect, through and including the date the repaired product is delivered to you, you are notified that it is repaired and available for collection, or, for repairs at your home, you are notified that the repairs are complete. The warranty does not expire while that repair is delayed for reasons beyond your control, or if the repair did not fix the defect and you notify KES or the seller of that failure within 60 days after the repair was completed. These protections include those provided by California Civil Code section 1795.6. Any tolling of an implied warranty required by law also applies. KES's additional commitment above removes the price threshold for this limited warranty for the consumer claims it covers.

This California provision prevails over any conflicting term of this warranty. No exclusion of labour, installation, removal, reinstallation or transport costs, no limitation on remedies or liability, and no restriction concerning repairs by others limits any right or remedy that cannot lawfully be waived under California law.

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.)*

In Canada, Sections 7 and 8 apply only to the extent permitted by the law of your province or territory, and are subject to every statutory warranty and remedy that cannot be excluded or limited, including those under The Consumer Protection and Business Practices Act (Saskatchewan), the Consumer Product Warranty and Liability Act (New Brunswick) and The Consumer Protection Act (Manitoba).

Quebec — legal warranty. In addition to this conventional warranty, the Consumer Protection Act (CQLR, c. P-40.1) gives you a legal warranty: the goods must be fit for the purposes for which goods of that kind are ordinarily used (s. 37) and durable in normal use for a reasonable length of time, having regard to their price, the terms of the contract and the conditions of their use (s. 38). You may bring a recourse directly against the merchant or against KES, as manufacturer, based on a latent defect in the goods, unless you could have discovered it by an ordinary examination, or based on a lack of instructions necessary to protect you against a risk or danger of which you would otherwise be unaware; KES may not plead that it was unaware of the defect or lack of instructions (s. 53). A consumer who is a subsequent purchaser of the goods may also bring that recourse against KES, whichever merchant the goods were first bought from. The periods, conditions and exclusions of this warranty (including Sections 2, 4 and 5) apply only to this conventional warranty and do not limit the legal warranty. The legal warranty and this warranty are extended by the time during which the merchant or KES has had the goods or a part of them in its possession to perform the warranty, or following a recall of the goods or a part of them by KES (s. 50). This conventional warranty is in addition to, and does not limit, the warranties and remedies provided by the laws applicable in Quebec. Its duration does not determine how long the goods must remain fit for normal use. No provision on costs, parts, registration or proof of purchase deprives you of a mandatory recourse against the merchant or the manufacturer.

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 from the seller, free of charge, 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. The two-year term of this commercial guarantee does not shorten any longer statutory period or other mandatory remedy that applies in your country; the country provisions below explain local rules. Any legally binding more favourable guarantee or advertising for your purchase remains effective.

C.2 Period in these countries. Notwithstanding Sections 3 and 3.0, this warranty lasts 2 years from delivery for products delivered to these countries, for every product, every part and every purchaser. This period replaces the periods stated in Section 3, including lifetime coverage, and the registration extension in Section 3.0 does not apply. A product purchased before 1 November 2026 keeps any longer period that applied when it was purchased (see the opening paragraph of this warranty).

C.3 Remedies in these countries. During that period, KES will repair or replace a defective product or part free of charge, within a reasonable time and without significant inconvenience to you, in accordance with the statutory rules on remedies that apply in your country. KES bears the costs necessary for the repair or replacement, in particular postage, transport, travel, labour and material costs. Where the product had been installed in accordance with its nature and purpose before the defect appeared, this includes removing the defective product and installing the repaired or replacement product, or reimbursing the necessary cost of doing so. Notwithstanding Sections 4 and 5, KES will supply parts for you to fit, or refund the price instead of repairing or replacing, only with your agreement, and will supply a refurbished replacement only at your express request. Where the law of your country gives you the choice between repair and replacement, that choice is yours. A defect that appears during that period is presumed to be covered; an exclusion in Section 5 applies only where KES shows that it does.

C.4 Poland — guarantee period and time for performance. For products delivered to Poland: if, in performing this guarantee, KES delivers a defect-free product in place of a defective one or carries out a substantial repair, the guarantee period runs again from delivery of the defect-free product or return of the repaired product; if KES replaces a part, the period runs again for that part from its delivery. In other cases the guarantee period is extended by the time during which you could not use the product because of the defect (Article 581 of the Civil Code). KES will perform its obligations under this guarantee without undue delay and no later than 14 days from delivery of the product or, where KES does not require the product to be delivered, from notification of the defect, and will deliver the product or part to you at its own cost (Article 580 § 2 of the Civil Code). Sections 3.3(d), 3.5(a) and 4 do not apply in Poland to the extent they provide otherwise.

C.5 Belgium. If the goods have a lack of conformity that exists at delivery and appears within two years of delivery, you are entitled by law to remedies from the seller free of charge (Articles 1649bis to 1649nonies of the former Civil Code); this commercial guarantee does not affect those remedies.

C.6 Spain. By law the seller must bring a non-conforming product into conformity free of charge for three years from delivery (Article 120 of the consolidated General Law for the Defence of Consumers and Users), including shipping, transport, labour and material costs; where claiming against the seller is impossible or excessively burdensome, you may claim repair or replacement directly from KES as producer (Article 125). Technical assistance and spare parts required by law will remain available for the legally applicable period; where a repair must be free of charge, you will not be charged for the parts or the costs needed to carry it out. Services outside coverage may be quoted separately before you accept them. This commercial guarantee does not affect those rights.

C.7 Portugal. By law the seller is responsible for any lack of conformity that appears within three years of delivery, and you are entitled, free of charge, to have the goods brought into conformity (repair or replacement), to a price reduction or to terminate the contract (Decree-Law No. 84/2021, Articles 12 and 15). A lack of conformity that appears within two years of delivery is presumed to have existed at delivery; after that period, it is for you to prove it (Article 13). You may also require KES, as producer, to repair or replace the goods directly (Article 40). Under this commercial guarantee, a defect that appears during its period is presumed to be covered, as stated in C.3. The period of this commercial guarantee is not, by itself, a reason to refuse a statutory right that still applies. This commercial guarantee does not affect those rights.

C.8 Italy. For contracts concluded on or after 31 July 2026, where repair is the remedy used to bring the goods into conformity, the seller’s period of liability under the Italian Consumer Code is extended once by twelve months, and before providing the remedy the seller informs you of your right to choose between repair and replacement and of that extension (Legislative Decree No. 206/2005, Articles 133(1-bis) and 135-bis(2-bis), as amended by Legislative Decree No. 176/2026, applicable from 22 October 2026). This commercial guarantee does not affect those rights.

C.9 Ireland. For products delivered to Ireland, you may use any reasonable evidence of the original purchase and delivery; an original paper receipt is not the only acceptable evidence. Please provide the model, a description of the problem and a photograph or video where reasonably possible. The absence of an image will not, by itself, prevent a claim from being assessed. Do not dismantle or remove an installed product if this could be unsafe or cause damage. Where inspection, return, removal or reinstallation is necessary to provide a remedy that KES is required to provide free of charge, KES will arrange it or bear the necessary reasonable cost without requiring you to fund a cross-border return in advance. No charge for a service outside the applicable protection will be imposed without a lawful basis and your informed agreement. This C.9 prevails over Sections 2, 4, 5 and 6 to the extent they provide otherwise.

C.10 Sweden. For products delivered to Sweden, the seller is liable by law for faults that existed at delivery and appear within three years (Consumer Sales Act, SFS 2022:260). This commercial guarantee does not affect that liability. A longer or more favourable guarantee that is binding for your purchase is not affected.

C.11 Germany. For contracts concluded on or after 31 July 2026, where the goods are brought into conformity by repair, the seller’s statutory liability period under the German Civil Code is extended once by twelve months, and before providing the remedy the seller informs you of your right to choose between repair and replacement and of that extension. This commercial guarantee does not affect those rights.

C.12 Austria. For contracts concluded on or after 1 October 2026, where the goods are brought into conformity by repair, the seller's statutory warranty period under the Consumer Warranty Act (VGG, as amended by BGBl. I No. 60/2026) is extended once by one year, and before providing the remedy the seller informs you of your right to choose between repair and replacement and of that extension. This commercial guarantee does not affect those rights.

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. If you bought the product from the KES store on Amazon.co.uk, the retailer is KES HOME (U.S.) LIMITED, a KES group company; otherwise, it is the seller from whom you bought the product. You can ask for a copy of this guarantee in writing, free of charge, at cs@keshome.com.

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、民法その他の日本の法令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。日本に引き渡された製品について、お客様が売主に対して民法第562条以下の規定に基づき有する契約不適合責任上の権利（目的物の修補または代替物の引渡しによる履行の追完の請求、代金の減額の請求、損害賠償の請求および契約の解除）は、本保証によって影響を受けません。本保証に基づく請求は、日本語で行うことができます。保証請求の判断は理由を付してお知らせします。その判断は最終的なものではなく、お客様は異議を申し立てることができます。写真や動画の提出が困難であることのみを理由として、法令上認められる請求を受け付けないことはありません。第4条に定める救済方法の選択および再生品の使用、ならびに第6条に定める証明書類は、法令上のお客様の権利を制限しない範囲でのみ適用されます。

Annex F — Mexico. For products delivered to Mexico, the Spanish-language version of this warranty (`es-MX`) is the controlling version. It is available at keshome.com/warranty, and KES will send it free of charge, by email or as a printed copy, to any consumer who asks at cs@keshome.com. 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, and it gives you the rights that law requires, including: a new warranty period when a product is replaced; your choice between a new replacement product and a refund, with a bonus of at least 20% of the price, where a repaired product is still not fit for use; and coverage of any KES product sold new in Mexico, whichever seller sold it. 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.

Annex G — Australia. This warranty against defects is given by Heshan KES Sanitary Ware Limited, the manufacturer, whose business address is No. 6 Taihe Road, Dongxi Development Zone B, Zhishan Town, Heshan City, Guangdong, China; telephone +1-888-667-4833 (a United States number; Monday to Friday, 8 a.m. to 4 p.m. Pacific Time); email cs@keshome.com. To be entitled to claim, the defect must appear within the applicable period stated in Section 3 (as extended on registration under Section 3.0). Send your claim by email to cs@keshome.com, the main channel for claims, or by post to the business address above, with the model number, dated proof of purchase, a description of the problem and, where possible, a photograph or short video; what KES will do to honour this warranty is set out in Sections 4 and 6. KES bears the cost of shipping replacement parts and products to you and, where KES asks you to return the product, the cost of that return shipping; if you have paid any of those costs yourself, you can claim them back by emailing cs@keshome.com with your claim reference and the receipt. Other costs of claiming, such as your own removal or reinstallation costs, are borne by you, without affecting your rights under the Australian Consumer Law. Whichever channel you bought the product through, KES keeps functional spare parts available for at least 10 years after the last unit of the model is placed on the market (Section 4), and the limits in Section 2 on who is covered apply only to this warranty, not to your rights under the Australian Consumer Law. Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods. The benefits given to you by this warranty are in addition to other rights and remedies you have under a law in relation to the goods, and nothing in this warranty, including Sections 7 and 8, excludes, restricts or modifies any right or remedy under the Australian Consumer Law. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to

have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Annex H — France. For products delivered to France, the following provisions, in French as required by French law, form part of this warranty and prevail over anything to the contrary in it.

Contrat de garantie commerciale. Le présent document constitue le contrat de garantie commerciale de KES au sens des articles L. 217-21 et L. 217-22 du code de la consommation. Garant : Heshan KES Sanitary Ware Limited, dont l'adresse figure à la section 1 ; adresse électronique : cs@keshome.com (canal principal) ; téléphone : +1-888-667-4833. Prix : la présente garantie commerciale est fournie gratuitement, sans supplément de prix. Son contenu, sa durée, son étendue territoriale, ses exclusions et ses modalités de mise en œuvre figurent aux sections 2 à 6 et 9 et à l'annexe C.

Garanties légales. La présente garantie commerciale s'applique sans préjudice du droit de bénéficier de la garantie légale de conformité dans les conditions prévues aux articles L. 217-1 à L. 217-32 du code de la consommation et de la garantie relative aux vices cachés dans les conditions prévues aux articles 1641 à 1649 du code civil. Pendant toute la durée de vos droits légaux, vous conservez les recours gratuits contre le vendeur prévus par la loi, notamment la mise en conformité du bien et, dans les cas prévus par la loi, la réduction du prix ou la résolution de la vente. Vous restez libre de vous adresser au vendeur sans avoir à solliciter KES au préalable. Pendant sa propre durée, la présente garantie vous permet en outre de demander directement à Heshan KES Sanitary Ware Limited, fabricant, la réparation ou le remplacement gratuit d'un défaut couvert, dans les conditions de l'annexe C, sans devoir passer par votre vendeur ni obtenir son autorisation. Cet engagement direct du fabricant s'ajoute à l'obligation légale du vendeur ; il ne la remplace pas. Pour un bien acheté à compter du 1er novembre 2026, la durée commerciale de base est de deux ans à compter de la livraison (point C.2 de l'annexe C) ; elle ne constitue pas, à elle seule, une prolongation de la garantie légale, dont la durée peut être prolongée, suspendue ou renouvelée dans les conditions prévues par la loi.

Maintien des conditions antérieures. Pour un bien acheté avant le 1er novembre 2026, KES maintient, point par point, toute condition plus favorable applicable au moment de l'achat, y compris celles des documents fournis avec le produit et des publicités qui engagent KES, notamment une durée plus longue. Lorsqu'un engagement applicable constitue une garantie commerciale de durabilité au sens de l'article L. 217-23 du code de la consommation, KES est directement tenu de réparer ou de remplacer le bien pendant toute la période annoncée et de mettre en œuvre cet engagement dans les conditions exigées par cet article, sans préjudice de conditions plus favorables. La présente version ne réduit aucun droit acquis.

Vendeur. La garantie légale de conformité est due par votre vendeur. Son identité et ses coordonnées vous sont communiquées avant la commande et rappelées dans la confirmation de celle-ci. Sur Amazon.fr, il s'agit du professionnel indiqué comme « Vendu par » pour votre offre, et non nécessairement d'Amazon ou du titulaire de la boutique de marque. Lorsque ce vendeur est KES HOME (U.S.) LIMITED, cette société vous doit la garantie légale. Heshan KES Sanitary Ware Limited demeure le garant au titre de la présente garantie commerciale.

Suspension. Lorsque vous demandez au garant, pendant le cours de la présente garantie, une remise en état couverte par celle-ci, toute période d'immobilisation suspend la garantie qui restait à courir jusqu'à la délivrance du bien remis en état. Cette période court à compter de votre demande d'intervention ou de la mise à disposition du bien pour réparation ou remplacement, si ce point de départ vous est plus favorable. Le délai est également suspendu lorsque vous et le garant entrez en négociation en vue d'un règlement à l'amiable. Les stipulations des sections 3.3(d), 3.5(a) et 4 relatives à l'absence de nouvelle période ne font pas obstacle à ces suspensions ni aux prolongations ou renouvellements légalement applicables.

Transmission. Par dérogation à toute stipulation contraire de la section 2, lorsque la propriété du bien est transférée entre consommateurs, à titre onéreux ou gratuit, le sous-acquéreur bénéficie des droits acquis par l'acquéreur initial au titre de la garantie légale de conformité à l'égard du vendeur professionnel et, le cas échéant, de la garantie commerciale à l'égard du garant, conformément à l'article L. 217-29 du code de la consommation. Le transfert ne fait pas repartir une nouvelle durée, mais ne réduit pas les droits ainsi transmis. Le seul fait que le bien

soit acquis auprès d'un autre consommateur ne l'exclut pas. Les justificatifs permettant d'identifier le produit, son achat initial et la durée restant à courir sont acceptés, notamment une facture, une confirmation ou un numéro de commande.

Encadré reproduit conformément à l'article D. 217-3 du code de la consommation — modèle A de l'annexe à l'article D. 211-2, issu du décret n° 2022-946 du 29 juin 2022.

Le consommateur dispose d'un délai de deux ans à compter de la délivrance du bien pour obtenir la mise en œuvre de la garantie légale de conformité en cas d'apparition d'un défaut de conformité. Durant ce délai, le consommateur n'est tenu d'établir que l'existence du défaut de conformité et non la date d'apparition de celui-ci.

Lorsque le contrat de vente du bien prévoit la fourniture d'un contenu numérique ou d'un service numérique de manière continue pendant une durée supérieure à deux ans, la garantie légale est applicable à ce contenu numérique ou ce service numérique tout au long de la période de fourniture prévue. Durant ce délai, le consommateur n'est tenu d'établir que l'existence du défaut de conformité affectant le contenu numérique ou le service numérique et non la date d'apparition de celui-ci.

La garantie légale de conformité emporte obligation pour le professionnel, le cas échéant, de fournir toutes les mises à jour nécessaires au maintien de la conformité du bien.

La garantie légale de conformité donne au consommateur droit à la réparation ou au remplacement du bien dans un délai de trente jours suivant sa demande, sans frais et sans inconvénient majeur pour lui.

Si le bien est réparé dans le cadre de la garantie légale de conformité, le consommateur bénéficie d'une extension de six mois de la garantie initiale.

Si le consommateur demande la réparation du bien, mais que le vendeur impose le remplacement, la garantie légale de conformité est renouvelée pour une période de deux ans à compter de la date de remplacement du bien.

Le consommateur peut obtenir une réduction du prix d'achat en conservant le bien ou mettre fin au contrat en se faisant rembourser intégralement contre restitution du bien, si :
1° Le professionnel refuse de réparer ou de remplacer le bien ;
2° La réparation ou le remplacement du bien intervient après un délai de trente jours ;
3° La réparation ou le remplacement du bien occasionne un inconvénient majeur pour le consommateur, notamment lorsque le consommateur supporte définitivement les frais de reprise ou d'enlèvement du bien non conforme, ou s'il supporte les frais d'installation du bien réparé ou de remplacement ;
4° La non-conformité du bien persiste en dépit de la tentative de mise en conformité du vendeur restée infructueuse.

Le consommateur a également droit à une réduction du prix du bien ou à la résolution du contrat lorsque le défaut de conformité est si grave qu'il justifie que la réduction du prix ou la résolution du contrat soit immédiate. Le consommateur n'est alors pas tenu de demander la réparation ou le remplacement du bien au préalable.

Le consommateur n'a pas droit à la résolution de la vente si le défaut de conformité est mineur.

Toute période d'immobilisation du bien en vue de sa réparation ou de son remplacement suspend la garantie qui restait à courir jusqu'à la délivrance du bien remis en état.

Les droits mentionnés ci-dessus résultent de l'application des articles L. 217-1 à L. 217-32 du code de la consommation.

Le vendeur qui fait obstacle de mauvaise foi à la mise en œuvre de la garantie légale de conformité encourt une amende civile d'un montant maximal de 300 000 euros, qui peut être porté jusqu'à 10 % du chiffre d'affaires moyen annuel (article L. 241-5 du code de la consommation).

Le consommateur bénéficie également de la garantie légale des vices cachés en application des articles 1641 à 1649 du code civil, pendant une durée de deux ans à compter de la découverte du défaut. Cette garantie donne droit à une réduction de prix si le bien est conservé ou à un remboursement intégral contre restitution du bien.

Annex I — Brazil. For products delivered to Brazil, the following provisions, in Portuguese as required by Brazilian law, form part of this warranty and prevail over anything to the contrary in it. For products delivered to Brazil, the Portuguese-language version of this warranty (`pt-BR`) is the controlling version. It is available at keshome.com/warranty, where it can be saved and printed, and KES will send it free of charge, by email or as a printed copy by post, to any consumer who asks at cs@keshome.com. Your rights under this warranty and under the CDC do not depend on receiving a printed copy.

Termo de garantia contratual. O presente documento constitui o termo de garantia contratual de KES, conferido nos termos do art. 50 da Lei nº 8.078, de 11 de setembro de 1990 (Código de Defesa do Consumidor – CDC). Garante: Heshan KES Sanitary Ware Limited, fabricante, cujo endereço figura na seção 1. Esta garantia é gratuita. Em que consiste, seus prazos, a forma e o lugar em que pode ser exercida e os ônus a cargo do consumidor estão nas seções 2 a 6, com as alterações deste anexo. Este termo é válido mediante apresentação da nota fiscal ou da confirmação do pedido; na sua falta, KES aceitará qualquer outro meio idôneo de prova da compra.

Garantia legal. "A garantia contratual é complementar à legal e será conferida mediante termo escrito." (CDC, art. 50) "A garantia legal de adequação do produto ou serviço independe de termo expresso, vedada a exoneração contratual do fornecedor." (CDC, art. 24) "O direito de reclamar pelos vícios aparentes ou de fácil constatação caduca em: [...] II - noventa dias, tratando-se de fornecimento de serviço e de produtos duráveis." (CDC, art. 26) "Tratando-se de vício oculto, o prazo decadencial inicia-se no momento em que ficar evidenciado o defeito." (CDC, art. 26, § 3º) A garantia contratual é complementar à garantia legal e não a substitui. Para vícios surgidos durante a vigência desta garantia contratual, KES assegura, como proteção adicional, que o prazo de noventa dias para reclamar não se esgote antes de noventa dias após o término do prazo contratual aplicável. Comunique o problema assim que o identificar: não é necessário aguardar o término da garantia para solicitar atendimento. Para vícios ocultos, a análise considera as circunstâncias do caso e a vida útil legitimamente esperada do produto, sem transformar desgaste normal em garantia perpétua. Permanecem preservadas as hipóteses legais que obstam a decadência e os direitos mais favoráveis já assegurados ao consumidor. A garantia legal é devida solidariamente pelos fornecedores do produto, inclusive pelo fabricante, pelo importador e pelo vendedor (CDC, art. 18); você pode exercê-la perante KES ou perante o vendedor do qual adquiriu o produto.

Prazo para sanar o vício e escolha do consumidor. KES sanará o vício coberto no prazo máximo de trinta dias contados do recebimento da reclamação. "Não sendo o vício sanado no prazo máximo de trinta dias, pode o consumidor exigir, alternativamente e à sua escolha: I - a substituição do produto por outro da mesma espécie, em perfeitas condições de uso; II - a restituição imediata da quantia paga, monetariamente atualizada, sem prejuízo de eventuais perdas e danos; III - o abatimento proporcional do preço." (CDC, art. 18, § 1º) Por derrogação da seção 4, essa escolha cabe ao consumidor, e não a KES, e pode ser feita de imediato nos casos do art. 18, § 3º, do CDC.

Peças e produtos de reposição. Por derrogação da seção 4, as peças e os produtos fornecidos em reparo ou substituição são novos e originais, salvo autorização expressa do consumidor. O produto ou a peça substituída goza, no mínimo, da garantia legal contada da sua entrega, sem prejuízo do prazo restante desta garantia contratual, se maior. KES assegura a oferta de componentes e peças de reposição enquanto não cessar a fabricação ou importação do produto e, depois disso, por período razoável de tempo, nunca inferior à vida útil do produto e, em qualquer caso, de pelo menos 10 anos após a colocação no mercado da última unidade do modelo (seção 4; CDC, art. 32; Decreto nº 2.181/1997, art. 13, XXI); fora da garantia, elas podem ser cobradas.

Custos de atendimento. O consumidor arca com os custos da instalação inicial normal que não decorram de vício do produto. Essa regra não exclui os custos necessários e razoáveis de reparação, retirada ou reinstalação quando devam ser suportados pelo fornecedor nos termos do CDC. KES arca com o transporte necessário das peças e produtos enviados para cumprimento desta garantia e com a devolução para inspeção por ela solicitada, inclusive os

tributos e as despesas de importação incidentes no Brasil nessas operações. Essa cobertura de transporte não constitui, por si só, uma promessa de reembolso dos tributos da compra original; permanecem íntegros os direitos legais a restituição, abatimento e perdas e danos. Sempre que possível, contate KES antes de contratar serviços ou remeter o produto; a falta de autorização prévia não exclui despesas que devam ser reembolsadas por lei.

Responsabilidade. As seções 7 e 8 (limitação de responsabilidade e de garantias implícitas) não se aplicam a produtos entregues no Brasil. A responsabilidade de KES por vícios e pelos danos causados por defeitos do produto é a prevista no CDC, sem qualquer limitação contratual. As exclusões da seção 5 dependem de prova, a cargo de KES, da causa excludente.

Compras fora dos canais oficiais e transmissão. A exclusão, na seção 2, de produtos que não foram inicialmente vendidos novos por um canal oficial da KES aplica-se apenas a esta garantia contratual e não afasta a garantia legal nem a responsabilidade do fabricante prevista no CDC. Nos termos da seção 2, em caso de transferência do produto entre consumidores durante a vigência desta garantia, o novo adquirente poderá exercer a cobertura pelo prazo que ainda restar. Para a cobertura condicionada à propriedade da residência pelo comprador residencial original, aplica-se ao adquirente posterior o prazo fixo previsto para os demais compradores, contado da entrega original do produto, e não da transferência. Essa regra não reduz direitos legais nem proteção mais favorável que resulte de uma oferta ou garantia já vinculante.

Reclamações. As reclamações podem ser feitas em português pelo e-mail cs@keshome.com (canal principal) ou pelo telefone +1-888-667-4833 (número dos Estados Unidos). KES responderá por escrito e de forma fundamentada. “Obstam a decadência: I - a reclamação comprovadamente formulada pelo consumidor perante o fornecedor de produtos e serviços até a resposta negativa correspondente, que deve ser transmitida de forma inequívoca” (CDC, art. 26, § 2º). A decisão de KES sobre a reclamação não impede o consumidor de recorrer aos órgãos de defesa do consumidor (Procon, consumidor.gov.br) ou ao Poder Judiciário, inclusive no foro do seu domicílio (CDC, art. 101, I).

Direito de arrependimento. “O consumidor pode desistir do contrato, no prazo de 7 dias a contar de sua assinatura ou do ato de recebimento do produto ou serviço, sempre que a contratação de fornecimento de produtos e serviços ocorrer fora do estabelecimento comercial, especialmente por telefone ou a domicílio.” (CDC, art. 49) Esse direito é exercido perante o vendedor e não é afetado por esta garantia nem pela política de devolução de 30 dias de KES.

Annex J — Turkey. For products delivered to Turkey, including purchases on Amazon.com.tr, the following provisions, in Turkish as required by Turkish consumer law, form part of this warranty and prevail over anything to the contrary in it. For the faucets, mixers, taps and valves described in paragraph J.2, this annex, read with your invoice, is the KES warranty certificate (garanti belgesi) under Turkish Law No. 6502 on Consumer Protection. For products delivered to Turkey, the Turkish-language version of this warranty (`tr`) is the controlling version and is available at keshome.com/warranty.

J.1 Garanti veren ve niteliği. Bu garanti, Heshan KES Sanitary Ware Limited (“KES”) tarafından 6502 sayılı Tüketicinin Korunması Hakkında Kanunun 57 nci maddesi uyarınca üretici sıfatıyla ücretsiz olarak verilen bir ihtiyari garantidir. Tüketicinin yasal hakları saklıdır; bu garanti, söz konusu hakları kaldırmaz, sınırlamaz veya azaltmaz. Garanti veren: Heshan KES Sanitary Ware Limited, No. 6 Taihe Road, Dongxi Development Zone B, Zhishan Town, Heshan City, Guangdong, Çin Halk Cumhuriyeti. E-posta (ana başvuru kanalı): cs@keshome.com. Telefon: +1-888-667-4833 (ABD numarası). Garantinin içeriği, süresi, kapsamı ve faydalanma koşulları bu garantinin 2 ila 6 ncı bölümlerinde ve bu Ek'te yer almaktadır; bu Ek, garantinin diğer bölümlerinde buna aykırı olan her hükme göre önceliklidir.

J.2 Garanti belgesi: bataryalar, musluklar ve vanalar. KES'in bataryaları (lavabo, eviye, banyo, küvet ve duş bataryaları, termostatik bataryalar dahil), muslukları ve vanaları ile batarya veya vana içeren komple duş sistemleri, Garanti Belgesi Yönetmeliği eki listede yer alan mallardandır. Bu ürünler için bu Ek, faturanızla birlikte KES'in garanti belgesidir; üretici yetkilisince imzalı ve kaşeli nüshası ürünle birlikte veya kalıcı veri saklayıcısı ile verilir.
a) Üretici: J.1'de yazılı unvan, adres ve iletişim bilgileri.
b), c), d) Satıcının unvanı ve iletişim bilgileri, fatura tarih ve sayısı ile malın teslim tarihi ve yeri: Mesafeli

sözleşmelerde faturada yer alan bilgiler esas alınır.
ç) Malın cinsi, markası, modeli ve varsa seri numarası: Marka KES; cins, model ve seri numarası faturada ve ürün etiketinde belirtildiği gibidir.
e) Garanti süresi: Malın tüketiciye teslim tarihinden itibaren 2 (iki) yıldır. Bu garantinin 3 üncü bölümünde daha uzun bir süre öngörülmüşse o süre uygulanır. Malın arızalanması durumunda, tamirde geçen süre garanti süresine eklenir.
f) Azami tamir süresi: 20 (yirmi) iş günüdür. Bu süre, garanti süresi içinde arızanın satıcıya veya KES'e bildirildiği tarihte başlar.
g) Bütün parçaları dahil olmak üzere malın tamamı garanti süresince garanti kapsamındadır. Bu nedenle bu garantinin 3.1(c) bölümündeki bir yıllık süre ile 5 inci bölümdeki sarf ve aşınma parçalarına ilişkin istisna, bu iki yıllık süre içinde uygulanmaz.
ğ) Seçimlik haklarınız: J.3.
h) Kullanım hataları: J.5.
ı) Başvuru yolları: J.7 ve J.8.
i) Diğer haklar: Bu garantinin 3 üncü bölümündeki daha uzun süreler, ömür boyu kapsam ve kayıtla uzatma, bu belgeye ek olarak uygulanır.
Garanti belgesi kalıcı veri saklayıcısı ile verilebilir; talep etmeniz halinde kâğıt üzerinde yazılı olarak ücretsiz gönderilir.

J.3 Yasal haklarınız. «Malın ayıplı olduğunun anlaşılması durumunda tüketici; a) Satılanı geri vermeye hazır olduğunu bildirerek sözleşmeden dönme, b) Satılanı alıkoyup ayıp oranında satış bedelinden indirim isteme, c) Aşırı bir masraf gerektirmediği takdirde, bütün masrafları satıcıya ait olmak üzere satılanın ücretsiz onarılmasını isteme, ç) İmkân varsa, satılanın ayıpsız bir misli ile değiştirilmesini isteme, seçimlik haklarından birini kullanabilir. Satıcı, tüketicinin tercih ettiği bu talebi yerine getirmekle yükümlüdür.» (6502 sayılı Kanun m. 11/1) Ücretsiz onarım ve ayıpsız misli ile değiştirme haklarını KES'e karşı da kullanabilirsiniz; satıcı, üretici ve ithalatçı bu hakların yerine getirilmesinden müteselsilen sorumludur (Kanun m. 11/2). Ayıplı maldan sorumluluk, ayıp daha sonra ortaya çıkmış olsa bile, malın tüketiciye teslim tarihinden itibaren iki yıldır (Kanun m. 12/1). Teslim tarihinden itibaren altı ay içinde ortaya çıkan ayıpların teslim tarihinde var olduğu kabul edilir (Kanun m. 10/1). Seçimlik hakların kullanılması nedeniyle ortaya çıkan tüm masraflar, seçtiğiniz hakkı yerine getiren tarafça karşılanır; ayrıca Türk Borçlar Kanunu uyarınca tazminat da talep edebilirsiniz (Kanun m. 11/6).

J.2'deki ürünler için: «Tüketicinin, ücretsiz onarım hakkını kullanması halinde malın; a) Garanti süresi içinde tekrar arızalanması, b) Tamiri için gereken azami sürenin aşılması, c) Tamirinin mümkün olmadığının, yetkili servis istasyonu, satıcı, üretici veya ithalatçı tarafından bir raporla belirlenmesi, durumlarında; tüketici malın bedel iadesini, ayıp oranında bedel indirimini veya imkan varsa malın ayıpsız misli ile değiştirilmesini satıcıdan talep edebilir. Satıcı, tüketicinin talebini reddedemez. Bu talebin yerine getirilmemesi durumunda satıcı, üretici ve ithalatçı müteselsilen sorumludur.» (Garanti Belgesi Yönetmeliği m. 9/1) Ayıpsız misli ile değiştirme talebi, satıcıya, KES'e veya ithalatçıya bildirildiği tarihten itibaren en geç otuz iş günü içinde yerine getirilir. «Malın garanti süresi içerisinde yetkili servis istasyonuna veya satıcıya tesliminden itibaren arızasının on iş günü içerisinde giderilememesi halinde, üretici veya ithalatçının; malın tamiri tamamlanıncaya kadar, benzer özelliklere sahip başka bir malı tüketicinin kullanımına tahsis etmesi zorunludur.» (Satış Sonrası Hizmetler Yönetmeliği m. 14/4)

J.4 Bu garantinin Türkiye'de uygulanması. Bu garantinin 1 ila 8 inci bölümlerinde aksine yer alan hükümlere rağmen, Türkiye'ye teslim edilen ürünler için:
a) Süre. Bütün garanti süreleri satın alma tarihinden değil, malın tüketiciye teslim tarihinden itibaren işler. Bu garantinin 3 üncü bölümünde iki yıldan kısa olarak öngörülen süreler (3.1(c) ve 3.6), Türkiye'de teslimden itibaren iki yıldır; 3.0 bölümündeki kayıtla bir yıllık uzatma bu süreye eklenir.
b) Kimler yararlanır. Ürünü Türkiye'de yeni olarak herhangi bir satıcıdan satın aldıysanız, yasal haklarınızı ve J.2'deki garanti belgesinden doğan haklarınızı KES'e karşı kullanabilirsiniz; ürünün bir KES resmi satış kanalından satın alınmamış olması bu hakları ortadan kaldırmaz. Asgari garanti süresi içinde ürünün mülkiyeti başka bir tüketiciye geçerse, yeni malik kalan süreden yararlanır. Bu garantinin 2 nci bölümündeki kısıtlamalar, yalnızca yasal

ve asgari süreleri aşan ek kapsam (örneğin ömür boyu kapsam) için uygulanır.
c) Satın alma kanıtı. Fatura, sipariş onayı, garanti belgesi veya satın alma ve teslim tarihini gösteren başka herhangi bir belge kabul edilir.
d) Masraflar. Yasal haklarınızın ve bu garantinin kullanılması nedeniyle sizden işçilik, değiştirilen parça, nakliye, posta, kargo veya başka herhangi bir ad altında ücret talep edilmez. Yasal haklarınızın ve J.2'deki garanti belgesinin kapsamında, seçtiğiniz hakkın yerine getirilmesi için gerekli masraflar, bu garantinin 4 ve 5 inci bölümlerindeki işçilik, montaj, sökme ve yeniden takma masraflarına ilişkin hükümlere bakılmaksızın, hakkı yerine getiren tarafça karşılanır.
e) Çözüm seçimi. Bu garantinin 4 üncü bölümündeki “KES'in tercihine göre” ifadesi ile bedel iadesinin “onarım veya değiştirmenin ticari olarak uygun olmadığı” hallere bağlanması, yasal seçimlik haklarınızı sınırlamaz; yasal haklar bakımından seçim size aittir. Ürünün değiştirilmesi halinde yeni ve ayıpsız bir misli verilir; yenilenmiş (refurbished) ürün verilmez.
f) Değiştirilen mal. «Garanti uygulaması sırasında değiştirilen malın garanti süresi, satın alınan malın kalan garanti süresi ile sınırlıdır.» (Garanti Belgesi Yönetmeliği m. 10)
g) KES'in değerlendirmesi. KES'in talepler hakkındaki değerlendirmesi kesin değildir; ayıbın veya kullanım hatasının varlığına ilişkin itiraz ve başvuru haklarınızı sınırlamaz (bkz. J.5 ve J.8).
h) Sorumluluk. Bu garantinin 7 nci bölümündeki sorumluluk sınırlaması ve 8 inci bölümündeki zımni garantilerin süresine ilişkin sınırlama, Türkiye'de yasal haklarınızı ve tazminat haklarınızı sınırlamaz. Ürünün bir kişiye veya bir mala verdiği zarardan doğan sorumluluk 7223 sayılı Ürün Güvenliği ve Teknik Düzenlemeler Kanununun 6 ncı maddesi uyarınca sınırlandırılamaz; ağır kusurdan sorumluluğu kaldıran hiçbir hüküm uygulanmaz.
i) İade. Bu garantinin 5 inci bölümündeki “bu garanti bir iade hakkı değildir” ifadesi, ayıplı mal nedeniyle sözleşmeden dönme hakkınızı etkilemez.

J.5 Kullanım hataları. «(1) Tüketicinin malı tanıtma ve kullanma kılavuzunda yer alan hususlara aykırı olarak kullanmasından kaynaklanan arızalar hakkında 8 inci ve 9 uncu madde hükümleri uygulanmaz. (2) Arızalarda kullanım hatasının bulunup bulunmadığının, yetkili servis istasyonları, yetkili servis istasyonunun mevcut olmaması halinde sırasıyla; malın satıcısı, ithalatçısı veya üreticisinden birisi tarafından mala ilişkin azami tamir süresi içerisinde düzenlenen raporla belirlenmesi ve bu raporun bir nüshasının tüketiciye verilmesi zorunludur. (3) Tüketiciler, ikinci fıkrada belirtilen rapora ilişkin olarak bilirkişi tarafından tespit yapılması talebiyle uyuşmazlığın parasal değerini dikkate alarak tüketici hakem heyetine veya tüketici mahkemesine başvurabilir.» (Garanti Belgesi Yönetmeliği m. 11) Bu garantinin 5 inci bölümündeki istisnalar (montaj, bakım, kullanım, dış mekân, donma, su basıncı ve su kalitesi, temizlik maddeleri ve benzerleri), yasal haklarınız ve garanti belgesi bakımından ancak arızanın bir ayıptan kaynaklanmadığı veya ürünün Türkçe tanıtma ve kullanma kılavuzuna aykırı kullanımdan kaynaklandığı hallerde uygulanır. KES'in montaj talimatındaki yanlışlık veya eksiklik nedeniyle hatalı yapılan montaj, sizin hatanız sayılmaz. Model veya seri numarasının okunamaz olması, ürün ve satın alma başka yoldan tespit edilebiliyorsa tek başına ret sebebi değildir.

J.6 Kullanım ömrü ve yedek parça. Bataryalar, musluklar ve vanalar için Bakanlıkça belirlenen kullanım ömrü teslim tarihinden itibaren 5 (beş) yıldır; bu ürünler için yetkili servis istasyonu kurulması zorunlu değildir. KES, bu süre boyunca bu ürünler için bakım ve onarım hizmeti ile yedek parça sağlar; garanti süresi dışındaki hizmet ve parçalar ücretli olabilir. «Üretici veya ithalatçılar, tüketicilerin talebi üzerine yedek parça satışından kaçınamazlar.» (Satış Sonrası Hizmetler Yönetmeliği m. 12/1)

J.7 Başvuru. Başvurunuzu bu garantinin 6 ncı bölümünde açıklandığı şekilde, öncelikle cs@keshome.com adresine e-posta ile yapabilirsiniz; başvurunuzu Türkçe yapabilirsiniz. Arıza bildirimi telefon, e-posta, iadeli taahhütlü mektup ve benzeri bir yolla yapılabilir. Garanti süresi içinde, kılavuza aykırı kullanım hali dışında, sizden nakliye, posta veya kargo ücreti talep edilmez. Satıcıya karşı olan yasal haklarınızı, faturada adı yazan satıcıya da yöneltebilirsiniz; ürünü KES'in satıcı olarak gösterildiği bir mağazadan satın aldıysanız KES aynı zamanda satıcınızdır.

J.8 Şikâyet ve uyuşmazlıklar. Şikâyet ve itirazlarınız için, Ticaret Bakanlığınca her yıl ilan edilen parasal sınırın altındaki uyuşmazlıklarda yerleşim yerinizin veya tüketici işleminin yapıldığı yerin tüketici hakem heyetine; bu

sınırın üzerindeki uyuşmazlıklarda, 6502 sayılı Kanunun 73/A maddesi uyarınca arabulucuya başvurduktan sonra tüketici mahkemesine başvurabilirsiniz.

J.9 Dil. Türkiye'ye teslim edilen ürünler bakımından bu garantinin Türkçe sürümü (tr) ve bu Ek'in Türkçe metni esastır.
