

WARRANTY POLICY

1. Mocha is a brand owned by Mocha Sdn Bhd [Company No. 202301027110 (1521033-A)] (“**Mocha**”).
2. These terms and conditions apply to the limited warranty provided by Mocha in respect of Mocha products (“**Product(s)**”) purchased from Mocha or an authorized dealer of Mocha in Malaysia (“**Limited Warranty**”).
3. The following conditions shall be met in order for us to process your warranty claim: -
 - (a) Your provision of a valid proof of purchase of the Product(s). You will be required to provide your proof of purchase and any supporting document as may be requested by Mocha in order to process your warranty claim; and

Register of Products(s) before warranty Claim :-

- (b) Your Product(s) must be registered with Mocha at <https://www.mocha.com.my/index.php/warranty> before a warranty claim may be processed. Therefore, it is important to register your Product(s) upon purchase of the Product(s). Mocha shall not be held liable in the event the authorized dealer fails to notify you on the registration of your Product(s) or if you fail to register your Product(s) with Mocha.
4. Mocha reserves the rights to reject your request for warranty claim if you fail to meet the conditions as set out in paragraph 3 above.
5. This Limited Warranty is in lieu of all other express and implied warranties of merchantability and fitness for a particular purpose and is limited to the duration as stated in clause 6 below. The warranty period as set out below takes effect upon the date of purchase.

6. Warranty Period

The following table sets out the coverage and duration of the Limited Warranty. Our Limited Warranty coverage is limited solely to the parts asset out in the Warranty Parts column of the following table (“**Warranty Parts**”) and is subject to the terms and conditions as set out in this Warranty Policy. For the avoidance of doubt, the Limited Warranty applies solely to the specified Warranty Parts and not to the entire product(s). The Limited Warranty is also subject to the limitations, exceptions, qualifications and conditions as set out in this Warranty Policy, including but without limitation to the qualifications as set out in the Qualifications and Exceptions column of the following table.

No.	Product(S)	Warranty Parts	Warranty Period	Qualifications and Exceptions
1.	Water Closet	Ceramic Body	Lifetime Warranty on crack line and leaking ONLY	➤ Any crack line caused by external force and/or willful act is excluded. ➤ Installation is included.
		Flushing Fittings	3 years from date of purchase	Installation and labour charges is excluded.
		Seat Cover Soft Close System	1 year from date of purchase	Installation and labour charges is excluded.
2.	Urinal Bowl	Ceramic Body	Lifetime Warranty on crack line and leaking ONLY	➤ Any crack line caused by external force and/or willful act is excluded. ➤ Installation is included.
3.	Squatting Pan	Ceramic Body	Lifetime Warranty on crack line and leaking ONLY	➤ Any crack line caused by external force and/or willful act is excluded. ➤ Installation is included.
4.	Intelligent Water Closet	Ceramic Body	Lifetime Warranty on crack line and leaking ONLY	➤ Any crack line caused by external force and/or willful act is excluded. ➤ Installation is included.
		Electronic Parts and Fittings	1 year from date of purchase	Installation is included.
5.	Tankless Water Closet	Ceramic Body	Lifetime Warranty on crack line and leaking ONLY	➤ Any crack line caused by external force and/or willful act is excluded. ➤ Installation is included.
		Flushing Fittings	2 years from date of purchase	Installation is included.
6.	Electronic Seat Cover	Electronic Components	1 year from date of purchase	Installation is included.
7.	Wash Basin	Ceramic Body	Lifetime Warranty on crack line and leaking ONLY	➤ Any crack line caused by external force and/or willful act is excluded. ➤ Installation is included.
8.	Bathroom Furniture (Selected model only)	External Surface Coating	5 years from date of purchase	➤ Installation and labour charges is excluded.
9.	Exposed Shower Set	Diverter Cartridge	5 years from date of purchase	➤ Installation and labour charges is excluded.
10.	Kitchen Mixer Tap	Inlet Flexible Hose	1 year from date of purchase	➤ Installation and labour charges is excluded.
11.	Self-Closing Tap	Soft Close Mechanism	1 year from date of purchase	➤ Installation and labour charges is excluded.

12.	LED Mirror	Mirror Surface (Manufacturing Defect)	2 years from date of purchase	➤ One-to-one replacement for manufacturing defects resulting in black spots, or deterioration occurring under normal usage conditions. ➤ Installation and labour charges is excluded.
		Anti-Fog Function button	2 years from date of purchase	➤ Replacement of defective demister parts only. ➤ Installation and labour charges is excluded.
		LED Light Strip (3 Colour Lighting)	2 years from date of purchase	➤ Replacement of defective LED light strip only. ➤ Installation and labour charges are excluded.
13.	Bathroom Mixer & Cold Tap	Cartridge	5 years from date of purchase	Installation and labour charges is excluded.
14.	Bib Tap, Hose Bib Tap, Two Way Tap and Two Way Bidet Set			
15.	Stop Valve			
16.	Exposed Mixer Shower Set			
17.	Concealed Bath and Shower Mixer			
18.	Concealed Shower Mixer & Cold			
19.	Kitchen Mixer & Cold Tap	Cartridge	5 years from date of purchase	Installation and labour charges is excluded.
		Flexible Hose, Pull Out Flexible Hose	1 year from date of purchase	Installation and labour charges is excluded.
20.	Stainless Steel 304 Kitchen and Bathroom Tap	Rust Resistant	5 years from date of purchase	➤ Rust resistant against body finishing affected by rust due to manufacturing defect and subject to the fulfilment of the terms stipulated in Mocha's manual/user guide (if any) ➤ Installation and labour charges is excluded.
21.	Stainless Steel 304 Kitchen Sink	Rust Resistant	10 years from date of purchase	➤ Rust resistant against body finishing affected by rust due to manufacturing defect and subject to the fulfilment of the terms stipulated in Mocha's manual/user guide (if any). ➤ Installation and labour charges is excluded.
22.	Sensor Flush Valves	Sensor Eye and Solenoid Valve	1 year from date of purchase	Installation and labour charges is excluded.

22.	Exposed and Conceal Flush Valves, Concealed Cistern	Piston and Lever Mechanism	1 year from date of purchase	Installation and labour charges is excluded.
23.	Sensor Taps (Sensors and Solenoids)	Sensor Eye and Solenoid Valve	1 year from date of purchase	Installation and labour charges is excluded.

Important Note:

Notwithstanding anything herein contained to the contrary, where a defective Warranty Part is replaced under the warranty stated herein, the balance of the warranty period of such part will remain effective. The replaced Warranty Part of the Product(s) does not carry a new warranty.

7. The Limited Warranty and the Warranty Period as stipulated in clause 6 above is subject to the following conditions: -

- (a) installation and all subsequent repairs, modifications and/or adjustments to the Product(s) must be installed, repaired, modified and/or adjusted in accordance with Mocha's installation and repair instructions/manuals/user guides (if any) and in accordance with all relevant statutory requirements. In the event if no instruction/manual/user guide is provided by Mocha, the Product(s) must be installed, repaired, modified and/or adjusted by competent personnel, in accordance with best industry practices and standards;
- (b) this Limited Warranty only applies to the original or genuine component replacement parts or Warranty Parts and therefore does not extended to cover anyplumbing, building material, electrical or such other parts for the installation of the Product(s);
- (c) Mocha shall be under no liability for any measure and action taken by you or third parties and the consequences arising thereof: such as
- (d) improper remedy of defects, alteration of the Product(s), addition and insertion of parts, in particular of parts which do not come from Mocha;
- (e) Mocha shall be under no liability in respect of any defect arising from unsuitable or improper use, defective installation or commissioning by you or third parties, fair wear and tear, willful damage, negligence, failure to comply/follow with Mocha's instructions/manuals/user guides (if any), defective or negligent handling, improper maintenance, excessive load, unsuitable operating materials and replacement materials, substandard work, inadequate foundation, exposure to chemical, electro-technical/electronic or electric influences, failure to follow Mocha's instructions/manuals/user guides (whether oral or in writing) misuse or alteration or repair of the Product(s) without complying/following Mocha's instructions/manuals/user guides (if any);
- (f) Mocha is not liable for any loss, damage, injury or liability of any kind suffered by you, resulting from the direct or indirect acts and omissions of third parties, including such loss, damage or injury caused by installations, repairs or remedial work. Such loss, damage or injury shall be the responsibility and liability of the person carrying out such works; and
- (g) Mocha shall be under no liability whatsoever in respect of any defect in the Product(s) arising after the expiry of the Warranty Period as stated in clause 6 herein.

8. The Limited Warranty and the Warranty Period given in clause 6 shall not apply and shall have no application if such damage, defect or issue was due to any of the following causes/circumstances: -

- (a) any damages and/or failures arising from the use of the Product(s) contrary to Mocha's instructions/manuals/ user guides (if any);
- (b) fair wear and tear;
- (c) any defect arising from improper use, negligence, accidental or faulty installation by you;
- (d) failure to comply and adhere to Mocha's instructions/manuals/user guides (if any);
- (e) any defect arising from improper maintenance of the Product(s);
- (f) any unusual physical and/or environmental conditions, use in application for which the Product(s) was not intended or designed;
- (g) wear and tear due to exposure to harsh conditions;
- (h) any wilful damage, abuse or vandalism;
- (i) any defect caused by chemical reaction including but without limitation to the use of bleach, alkali, acid, excessive heat and/or dust and corrosive surroundings;
- (j) any defect caused by over-running, excessive pressure, short circuit, self-heating, arcing or leakage of electricity from whatever cause (including lightning) arising;
- (k) any defect caused by the setup of the Product(s) in a location exposed to direct sunlight, blocked ventilation slots, unstable surface, power extension cords or adaptors, insufficient space and/or extreme temperature;
- (l) any repair or alteration of the Product(s) done without complying/following Mocha's instructions/manuals/user guides (if any) or is contrary to the best industry practices and standards;
- (m) any repair or alteration of the Product(s) that do not comply with Mocha technical support team installation instructions/manuals/user guides (whether oral or in writing);
- (n) any repair or alteration works that are done without using genuine spare parts supplied by Mocha;
- (o) any Product(s) that has been altered or modified in any way;
- (p) any part of the Product(s) has been dismantled, changed or repaired in a manner contrary to the best industry practices and standards; and
- (q) acts or omissions of third parties, including the installer of the Product(s).

9. You shall within the Warranty Period as stated in clause 6 herein submit your warranty claim (if any) to Mocha. Subject to the terms of this Warranty Policy, Mocha may elect, at its discretion, to either repair or replace any defective Warranty Part with a new item or its equivalent (if such Product(s) model is no longer available). All warranty claims must be made within the respective Warranty Period. For the avoidance of doubt, Mocha does not provide cash returns or refunds for the Product(s).
10. All warranty claims should be addressed to our Customer Service at our email: mocha.enquiry@mbspaint.com. All warranty claims shall be accompanied by such information and documents as may be informed by our customer service representative to you, including but without limitation to photographs of the defect and proof of purchase (which indicates the date of purchase and where the Product(s) have been purchased). You shall also complete such form(s) as may be requested by our customer service representative.
11. Mocha may direct you to return the defective and/or damaged Product(s) and/or Warranty Parts to Mocha or our authorized dealer for assessment. Mocha will review such Product(s) and/or Warranty Parts and determine whether such Product(s) and/or Warranty Parts is eligible for repair or

replacement. Mocha's determination shall be final and binding.

12. For returns and refunds, please refer to our Return and Replacement Policy.
13. Subject to any statutory provisions to the contrary, this Limited Warranty excludes any and all claims for loss, injury, death or damage suffered through:
(A) the use of the Product(s) or any part thereof, or the non-operation or ineffective operation of the Product(s) and (B) the acts, omissions and negligence of third parties (including installers). Mocha shall in no event be liable for such loss, injury, death or damage, including loss or damage to furniture, carpets, walls, foundations and property of whatsoever description or any other consequential loss or damage either directly or indirectly due to negligence, loss of use, malfunction, defect, damage, breakdown or leakage whatsoever and howsoever arising. (C) indemnification relating to any labor charges, removal and re-installation expenses.
14. Our liability to you arising out of or in connection with the Limited Warranty is limited to the aggregate invoice value" of such Product(s) of such Product(s) and we will not be liable to you for any penalties or damages under any agreement or any other indirect, remote, consequential, punitive, exemplary or special loss or damage. Mocha disclaims all statutory and implied warranties, including without limitation, warranties of merchantability and fitness for a particular purpose and warranties against hidden or latent defects, to the extent permitted by law. In so far as such warranties cannot be disclaimed, Mocha limits the duration and remedies of such warranties to the duration of the warranty as set out in clause 6 above.
15. Where fault is found to be something other than a warranty issue or the product is not our product, Mocha will be entitled to impose a callout charge.
16. Mocha reserves the right to amend, modify, vary and supersede this Warranty Policy from time to time without any notification to you and such revised Warranty Policy shall apply with immediate effect from the date of publication of such modification.
17. This warranty is valid exclusively for residential installations and does not cover commercial or industrial use.
18. Warranty coverage is applicable only within Malaysia.
19. Use of Personal Data
Any of your personal information that we may collect from you, whether as part of the ordering or warranty claim process, will be dealt with in accordance with our privacy policy available at <https://www.mocha.com.my/index.php/component/sppagebuilder/page/74>.