



PLUMBING SYSTEMS

LIMITED WARRANTY

UPONOR, INC. LIMITED WARRANTY

Valid for Uponor Plumbing Systems (as defined below), and Wirsbo AQUAPEX® Tubing, Engineered Plastic (EP) Manifolds, formerly referred to as AQUACENTER™ Manifolds, ProPEX® and APR Fitting Systems, and Other Select Plumbing Products

Terms in *italics* shall have the meanings set forth below in the **Definitions** section of this limited warranty.

Limited Warranty:

For Uponor Plumbing System: Subject to the terms and conditions of this limited warranty, Uponor warrants to You that Your Uponor Plumbing System shall be free from defects in materials and workmanship, under normal conditions of use, when used for potable water distribution. This limited warranty shall commence on the *Installation Date* of the Uponor Plumbing System and shall expire twenty-five (25) years after the applicable *Installation Date*.

For Other Plumbing Products: Subject to the terms and conditions of this limited warranty, Uponor warrants to You that Wirsbo AQUAPEX® tubing, EP manifolds, ProPEX® and APR fittings and related *Fitting System* components, plumbing tools, and all other plumbing products listed in Uponor's catalog as of the effective date of this limited warranty (excluding SSC *Fitting Systems*, which are covered by a separate limited warranty) shall be free from defects in materials and workmanship, under normal conditions of use, when used for potable water distribution. This limited warranty shall commence on the *Installation Date* of the applicable Uponor product, or in the case of plumbing tools, on the date of sale by Uponor, and shall expire:

- (a) ten (10) years after the *Installation Date* for Wirsbo AQUAPEX® tubing, ProPEX® and APR fittings, and EP manifolds;
- (b) two (2) years after the date of sale by Uponor for all warranted plumbing tools; and
- (c) one (1) year after the *Installation Date* for all other components of the ProPEX® and APR *Fitting Systems*, and all other plumbing items listed in Uponor's catalog as of the effective date of this limited warranty, but specifically excluding SSC *Fitting Systems*.

Exclusions From Limited Warranty:

This limited warranty applies only if the applicable Uponor products identified above: (a) are selected, configured and installed by a *Certified* licensed plumbing contractor according to the then-current (as of the applicable *Installation Date*) installation instructions provided by Uponor; (b) are not exposed to temperatures and/or pressures that exceed the limitations printed on the warranted Uponor product or in the applicable Uponor installation manual; (c) remain in their originally installed location; (d) are connected to potable water supplies; (e) show no evidence of misuse, tampering, mishandling, neglect, accidental damage, modification or repair without the approval of Uponor; and (f) are installed in accordance with then-applicable building, mechanical, plumbing, electrical and other code requirements. Without limiting the foregoing, this limited warranty does not apply, and You will have no right of reimbursement, if the product failure or resulting damage is caused by: (i) faulty installation; (ii) components not manufactured or sold by Uponor; (iii) exposure to ultra violet light; or (iv) any abnormal operating conditions.

Warranty Claim Process (for building owners and homeowners only):

Written notification of an alleged failure of, or defect in, any Uponor product identified herein should be sent to Uponor, Attn: Warranty Department, 5925 148th Street West, Apple Valley, Minnesota 55124 or by facsimile to (866) 351-8402, and must be received by Uponor within thirty (30) days after detection of an alleged failure or defect occurring within the applicable warranty period. Written notifications should include a description of the failed or defective part or product, product model number (if available), date of purchase, date of installation, and description of the alleged product failure or defect. In addition, if the claim pertains to an alleged failure of or defect in an Uponor Plumbing System, You must provide Uponor with documentary evidence reasonably establishing that the existence of such Uponor Plumbing System. All products alleged to be defective must be made available to Uponor for inspection and testing for determination of the cause of the alleged failure or defect. Upon receipt of a warranty claim notification containing the foregoing information, Uponor shall have ninety (90) business days in which to determine whether it acknowledges responsibility for any alleged defects in materials or workmanship and the appropriate course of action to be taken.

The foregoing Warranty Claim Process only applies to claims made by owners of the houses and buildings in which the warranted products are installed, and other non-Uponor distributors. Uponor distributors and other customers who purchased products directly from Uponor should follow Uponor's Return Material Authorization Policy and Guidelines then in effect.

Exclusive Remedies:

If Uponor determines that a product identified herein has failed or is defective within the scope of this limited warranty, or if Uponor decides to accept Your claim for whatever reason, Your exclusive remedies available shall be, at the option of Uponor, to issue a refund to You of the purchase price paid for, or to repair or replace, the defective product.

Notwithstanding anything to the contrary in this limited warranty, if Uponor determines that any damages to the real property in which a defective product was installed were the direct result of a leak or failure caused by a defect in materials or workmanship in any Uponor product covered by this limited warranty and occurring within the first ten (10) years after the applicable *Installation Date* or during the applicable limited warranty period, whichever is shorter, and if You took reasonable steps to promptly mitigate (i.e., limit or stop) the effects of such leak or failure as soon as it was discovered, then Uponor will reimburse You for the reasonable costs of repairing or replacing such damaged real property, including flooring, drywall, painting, and other real property damaged by the leak or failure directly caused by the allegedly defective Uponor product. Except as specified above or otherwise specifically authorized in writing by Uponor, Uponor shall not pay for any costs or expenses for transportation, relocation, labor, repairs or any other work associated with removing and/or returning failed or defective products or installing replacement products.

Warranty Claim Dispute Process:

If You believe Uponor has failed to comply with its obligations set forth in this limited warranty, You should send a written complaint detailing the alleged failure(s) to Uponor, Attn: Warranty Claim Dispute Resolution, at the address set forth above under "Warranty Claim Process". You and Uponor shall in good faith discuss and attempt to resolve such warranty claim dispute through informal means. If such informal dispute resolution process proves unsuccessful after thirty (30) days, or if there is any other claim or

dispute between the parties in any way regarding the design, manufacture, sale, distribution or condition of any product, whether such claim or dispute is based on contract, warranty, tort or otherwise, then either party may submit the dispute to the American Arbitration Association or its successor (the "Association") for arbitration, and any arbitration proceedings shall be conducted before a single arbitrator in the Minneapolis, Minnesota metropolitan area. The arbitrator shall be selected, and the arbitration proceedings conducted, in accordance with the then-current Minnesota Residential Real Property Arbitration Rules of the Association, except where such rules conflict with this limited warranty, in which case the terms of this limited warranty shall control. If the Association is no longer in existence on the date that either party decides to submit a dispute to arbitration hereunder, the dispute shall be submitted to a nationally-recognized organization or entity selected by *Uponor* which provides reputable dispute resolution services, and any arbitration proceedings shall be conducted before a single arbitrator in the Minneapolis, Minnesota metropolitan area and in accordance with the then-current rules of such selected dispute resolution provider most similar to the Minnesota Residential Real Property Arbitration Rules of the Association, except where such rules conflict with this limited warranty, in which case the terms of this limited warranty shall control. In either case, the arbitrator shall have the right to include in the arbitration award any relief the arbitrator deems proper, including, without limitation, money damages, interest, and specific performance, but not exemplary, incidental, consequential or punitive damages inconsistent with the terms and conditions of this limited warranty. Each party shall pay their own costs, their own Association fees, one-half of the arbitrator's fees, and their own attorneys' fees. The arbitrator's award and decision shall be final, conclusive and binding upon *You* and *Uponor*, and may be entered in any court of competent jurisdiction. Except as provided below, *You* and *Uponor* must arbitrate any and all claims which in any way relate to *Uponor's* products, including, without limitation, allegations of non-compliance with the terms of this limited warranty, non-compliance with the warranty claim dispute process, and any other claims related to the design, manufacture, sale, distribution or condition of the products, whether based on contract, warranty, tort or otherwise. NOTWITHSTANDING THE FOREGOING, NEITHER *YOU* NOR *UPONOR* SHALL BE ENTITLED TO ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS, AND NEITHER *YOU* NOR *UPONOR* SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS WITH ANY OTHER PARTIES IN ARBITRATION; RATHER, ANY SUCH CLASS ACTION SHALL BE DECIDED BY LITIGATION BROUGHT IN THE FEDERAL OR STATE COURTS SITUATED IN THE STATE OF MINNESOTA.

Transferability:

This limited warranty may not be assigned or transferred after the period ending ten (10) years following the *Installation Date*.

Definitions:

For purposes of this limited warranty, the following terms shall have the following meanings:

- (a) "*Uponor*" means Uponor, Inc.
- (b) "*Certified*" means being recognized by *Uponor* as having successfully completed the Wirsbo AQUAPEX® training course.
- (c) "*Fitting System*" means the fittings and related connectors. In the case of a ProPEX® *Fitting System*, the term means the ProPEX® fitting and Uponor ProPEX® rings designed for use with a ProPEX® fitting. In the case of an APR *Fitting System*, the term means the APR fitting and Uponor APR sleeves designed for use with an APR fitting.
- (d) "*Installation Date*" means the earlier of (1) the date of the issuance of a certificate of occupancy (applicable to new construction only), (2) the date of abandonment of construction if not completed, (3) the date of completion or termination of the contract between the *Certified* licensed plumbing contractor and the person or entity who hired the *Certified* licensed plumbing contractor (only applicable to remodeling and installations in existing construction), or (4) one (1) year after the first date on which any of the actual products in question were sold by *Uponor* to its distributor or other customer.
- (e) "*Uponor Plumbing System*" means a plumbing system used for potable water distribution and consisting solely of Wirsbo AQUAPEX® tubing, ProPEX® and/or APR *Fitting Systems*, and Uponor EP manifolds and multi-port tees. An *Uponor Plumbing System* shall not include fixtures or any other plumbing products which may be used in a plumbing system. Furthermore, any plumbing system that uses Wirsbo AQUAPEX® tubing with any brand of fittings other than ProPEX® and/or APR fittings, or ProPEX® and/or APR fittings with any brand of tubing other than Wirsbo AQUAPEX® tubing, or any clamps or other types of connectors other than Uponor ProPEX® rings with ProPEX® fittings and Uponor APR sleeves with APR fittings, shall not constitute an *Uponor Plumbing System*.
- (f) "*You*" and "*Your*" means (1) the distributors and other customers who purchase products warranted hereunder directly from *Uponor*, (2) their respective customers who purchase such products for resale or installation on or in real property, (3) the owner(s) of the real property in which such products are installed on the applicable *Installation Date*, and (4) any subsequent owners of such real property during the ten (10) year period following the applicable *Installation Date*.

Miscellaneous:

This limited warranty and any claims arising from breach of contract, breach of warranty, tort, or any other claim arising from the sale or use of *Uponor's* products shall be governed and construed under the laws of the State of Minnesota. It is expressly understood that authorized *Uponor* sales representatives, distributors, and plumbing professionals have no express or implied authority to bind *Uponor* to any agreement or warranty of any kind without the express written consent of *Uponor*.

THIS LIMITED WARRANTY IS THE FULL EXTENT OF EXPRESS WARRANTIES PROVIDED BY *UPONOR*, AND *UPONOR* HEREBY DISCLAIMS ANY WARRANTY NOT EXPRESSLY PROVIDED HEREIN, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCTS COVERED HEREUNDER. *UPONOR* FURTHER DISCLAIMS ANY STATUTORY OR IMPLIED WARRANTY OF HABITABILITY.

EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS LIMITED WARRANTY, *UPONOR* FURTHER DISCLAIMS ANY RESPONSIBILITY FOR LOSSES, EXPENSES, INCONVENIENCES, AND SPECIAL, INDIRECT, SECONDARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OR RESULTING IN ANY MANNER FROM THE PRODUCTS COVERED HEREUNDER. 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*.

THIS LIMITED WARRANTY GIVES *YOU* SPECIFIC LEGAL RIGHTS, AND *YOU* MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

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