



**UPONOR, INC. LIMITED WARRANTY**

Subject to the terms and conditions of this Limited Warranty (“Warranty”), Uponor, Inc. (“Uponor”) warrants to the owner of the applicable real property in the United States that the Uponor products listed below shall be free from defects in material and workmanship, under normal conditions of use when installed as part of the application listed below.

**Scope**

The scope of this Warranty includes Uponor pipe, fittings, valves, and other products listed below that are included in Uponor’s catalog. When installed in combination with one another, Uponor pipe and Uponor ProPEX® Fittings form an Uponor System (“System”). The terms of this Warranty depend on whether the Uponor products are installed as a System or if the Uponor products are installed in conjunction with non-Uponor products. The Term of Warranty begins on the Commencement Date, defined as the date when the building or facility wherein the applicable Uponor products are installed is ready for occupancy or its intended use. The term for the products listed in the Product Category column below will be in effect for the number of years shown in the Term of Warranty column below:

Product Category	When used In combination with	Term of Warranty
Uponor Pipe (all types)	<i>Uponor fittings</i>	25 years
	<i>Non-Uponor fittings</i>	10 years
Uponor ProPEX Fittings	<i>Uponor Pipe (all types)</i>	25 years
	<i>Non-Uponor pipe</i>	1 year
Product Category	Term of Warranty	
Manifolds, manifold accessories, ball valves, and stubouts	10 years	
Non-ball Valves, all other non-ball valved products, non-ProPEX fittings, jacketing and/or foam on Uponor pre-insulated pipe, and D'MAND® pumps	5 years	
Fire sprinklers	1 year	
All other products in Uponor’s catalog and catalog supplements	2 years	

After the Date of Installation, but prior to the Commencement Date, this Limited Warranty is in effect providing that all Conditions and Exclusions have been met.

**Claim Process and Remedies**

In order to file a claim under the terms of this Warranty, a claimant must send written notification to Uponor that a product may be defective within 30 days of the suspected failure or defect and within the applicable warranty period via surface mail or follow the procedure outlined at the link shown below:

Surface Mail	Link to Claim Procedure
Uponor, Inc. Attn: Warranty Department 5925 148 <sup>th</sup> St. West Apple Valley, MN 55124	<a href="http://www.uponorpro.com/warrantyclaims">www.uponorpro.com/warrantyclaims</a>

All products alleged to be defective must be sent to Uponor for inspection and testing for determination of the cause of the alleged failure or defect.

**Exclusive Remedies**

If Uponor determines that a product identified above has failed or is defective within the scope of this Warranty, Uponor’s liability is limited, at the option of Uponor, to: issue a refund of the purchase price paid for, or to repair or replace the defective product.

Notwithstanding anything to the contrary in this Warranty, if Uponor determines that any damages to the real property in which an Uponor System was installed directly resulted from a leak or failure caused by defects in material or workmanship in an Uponor product covered by this Warranty and occurs within the first ten (10) years after the applicable Commencement Date or during the applicable Limited Warranty period, whichever is shorter, and the claimant took reasonable steps to promptly mitigate (i.e., limit or stop) any damage resulting from such failure, then Uponor may at its discretion, reimburse claimant for the reasonable costs of repairing or replacing such damaged real property, including flooring, drywall, painting, and certain other real property damaged by the leak or failure. Uponor shall not pay for any other additional costs or expenses, including but not limited to, transportation, relocation, labor, repairs or any other work associated with removing and/or returning failed or defective products, installing replacement products, damage to personal property or damage resulting from mold.

## Conditions and Exclusions

In order for the Warranty to be in effect, the applicable Uponor products must be:

- Installed in accordance with the installation instructions provided by Uponor;
- Not exposed to temperatures and/or pressures that exceed the limitations found on specifications for the Uponor product;
- In their originally installed location;
- Installed in an end-use environment as intended for the product; and
- Installed in accordance with then-applicable building, mechanical, plumbing, electrical, or other applicable code requirements

In addition to the conditions above, the Warranty does not apply when product failure or resulting damages are caused by:

- Exposure to temperatures and/or pressures that exceed the limitations for the product;
- Faulty installation;
- Misuse, tampering, mishandling, neglect, or accidental damage;
- Components not manufactured or sold by Uponor;
- Exposure to ultra violet light;
- External and internal physical or chemical conditions;
- Abnormal operating conditions; or
- Modifications or repair unless previously approved in writing by an authorized Uponor representative

## Warranty Claim Dispute Process:

In the event claimant and Uponor are unable to resolve a claim through informal means, the parties shall 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. NOTWITHSTANDING THE FOREGOING, NEITHER THE CLAIMANT NOR UPONOR, INC. SHALL BE ENTITLED TO ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS, AND NEITHER THE CLAIMANT NOR UPONOR SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS WITH ANY OTHER PARTIES IN ARBITRATION OR IN LITIGATION BY CLASS ACTION OR OTHERWISE.

## Miscellaneous:

By the mutual agreement of the parties, it is expressly agreed that 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 THE CLAIMANT SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

## \*Glossary

- Uponor Pipe (all types): AquaPEX<sup>®</sup>, hePEX<sup>™</sup>, HDPE either as neat pipe or in a pre-insulated or pre-sleeved configuration.
- Uponor ProPEX Fittings: All configurations made from Engineered Polymer (EP) and brass in conjunction with Uponor rings

Effective March 1, 2017

## Uponor, Inc.

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The logo for Uponor, featuring the word "uponor" in a bold, lowercase, sans-serif font.

uponorpro.com