



## RADIANT HEATING AND COOLING SYSTEMS

### WARRANTY

#### **Uponor, Inc. Limited Warranty Valid for Uponor Wirsbo hePEX™/AquaPEX®/MLC Tubing/HDPE Tubing and Radiant Heating Components**

**This Warranty Is Effective For Installations Made After October 15, 2012**

#### **Limited Warranty:**

Subject to the terms and conditions of this limited warranty, Uponor, Inc. ("Uponor") warrants to the owner of the applicable real property that Uponor Wirsbo hePEX™ tubing, Uponor AquaPEX® tubing, Uponor MLC tubing, Uponor HDPE tubing and other parts described in the then current Uponor Heating Parts Catalog shall be free from defects in material and workmanship, under normal conditions of use, when used in radiant floor and ceiling heating and/or cooling systems, snow and ice melting systems, ground conditioning systems, hydronic distribution systems and for radiator/baseboard connections. It is expressly understood that failure as a result of heat transfer fluid freezing within the pipes does not constitute a defect in material or workmanship and shall not be covered by this warranty.

This limited warranty shall commence on the date the product in question was installed ("Commencement Date") and shall expire, in twenty-five (25) years for Uponor Wirsbo hePEX™ tubing, Uponor AquaPEX® tubing, Uponor MLC tubing, Uponor HDPE; ten (10) years for Uponor fittings and two (2) years for Uponor manifolds after the applicable Commencement Date.

Thermostats, controls, other electrical parts and all other heating and cooling items sold by Uponor and listed in its catalog shall be free from defects in material and workmanship, under normal conditions of use, for a period of two (2) years after the date of shipment by Uponor.

Electric boilers installed in any assembled product sold by Uponor shall be free from defects in materials and workmanship, under normal conditions of use, for a period of seven (7) years after the date of shipment by Uponor.

Written notification of a believed failure must be received by Uponor within the applicable warranty period and within thirty (30) days of the believed breach. All product believed to be defective must be made available to Uponor for testing and determination of cause. Upon receipt of a warranty claim, Uponor, Inc. shall have ninety (90) business days in which to determine whether it acknowledges responsibility for any believed defects in material or workmanship and the appropriate course of action to be taken.

#### **Exclusive Remedies:**

If Uponor determines that a product identified herein has failed or is defective within the scope of this limited 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 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 Commencement Date or during the applicable limited warranty period, whichever is shorter, and if the claimant 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 may, subject to written preapproval, reimburse claimant 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 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 or damage resulting from mold.

Uponor shall not be liable for any damage sustained to personal property resulting from a leak or failure of a defective product. All claimants who have sustained real property damage as a result of an allegedly failed or defective part or product covered by this limited warranty must submit a claim to their respective insurance carrier within 3 business days after said damage occurs. Uponor shall not reimburse any claimant who has failed to submit the claim to its insurance carrier for any costs related to the repair or replacement of the damaged real property. This limited warranty applies only if the applicable Uponor products identified above:

- (a) are selected, configured and installed by a certified licensed radiant heating contractor according to the then current installation instructions provided by Uponor, Inc.; 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;
- (b) remain in their originally installed location;
- (c) are connected to proper water and power supplies;
- (d) show no evidence of misuse, tampering, mishandling, neglect, accidental damage, modification or repair without the prior written approval of Uponor, Inc.; and
- (e) are installed in accordance with applicable building, mechanical, plumbing and electrical code requirements;
- (f) are installed in combination with Uponor tubing, including Uponor hePEX™ tubing, Uponor AquaPEX® tubing, Uponor MLC tubing and Uponor HDPE tubing.

The above Limited Warranty is the full extent of express warranties provided by Uponor.

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:

- (a) faulty installation;
- (b) components not manufactured or sold by Uponor, Inc.;
- (c) exposure to ultraviolet light;
- (d) external physical or chemical conditions, including, but not limited to chemically corrosive or aggressive water conditions; or
- (e) any abnormal operating conditions.

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, or any other claim arising hereunder, shall be governed and construed under the laws of the State of Minnesota.

It is expressly understood that authorized Uponor Sales Representatives, Distributors and Advantage Members have no express or implied authority to bind Uponor to

any agreement or warranty of any kind without the express written consent of Uponor.

**Warranty Claim Dispute Process:**

In the event claimant and Uponor are unable to resolve a claim dispute 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.

**Transferability:**

This limited warranty may only be assigned by the original owner of the applicable real property and may not be assigned or transferred after the period ending ten (10) years following the Commencement Date.

**Miscellaneous:**

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.

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