



UPONOR, LTD. LIMITED WARRANTY

This Warranty is Effective for Installations Made After October 1, 2019

Subject to the terms and conditions of this Limited Warranty (“Warranty”), Uponor, Ltd. (“Uponor”) warrants to the owner of the applicable real property in Canada that the Uponor products listed below shall be free from defects in material and workmanship, and the connection using Uponor pipe, an Uponor ProPEX® fitting, and an Uponor ring, will provide a leak-free seal for 25 years when installed by an Uponor-certified installer, under normal conditions of use when installed as part of the applications listed below.

Scope

The scope of this Warranty includes the products listed in Uponor’s catalog. The combination of Uponor pipe, Uponor ProPEX Fittings, and Uponor rings form an Uponor System (“System”). The ProPEX connections in the system are Canadian Standards Association (CSA) certified. 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 (AquaPEX®, HelioPEX™)	Uponor fittings and rings	25 years
	Non-Uponor fittings or rings	10 years
Uponor Pipe (HePEX™)	Uponor fittings and rings	30 years
	Non-Uponor fittings or rings	10 years
Uponor ProPEX Fittings and Rings	Uponor pipe (all types)	25 years
	Non-Uponor pipe	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 sprinkler components		1 year
All other products in Uponor’s catalogue and catalogue 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, Ltd. Attn: Warranty Department 6510 Kennedy Road Mississauga, Ontario L5T 2X4, Canada	www.uponorpro.com/warrantyclaims

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 installed by an Uponor-certified installer 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, lost profits and revenue, transportation, relocation, labour, repairs or any other unapproved 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;
- Installed by an Uponor-certified installer;
- 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 the claimant and Uponor are unable to resolve a dispute through informal means, the dispute shall be submitted to final arbitration. Arbitration shall be commenced in accordance with the then present version of the Arbitration Rules of the ADR Institute of Canada Inc., or its successor. If it is no longer possible to commence an arbitration in accordance with Arbitration Rules of the ADR Institute of Canada Inc. or its successor, then arbitration shall be commenced in accordance with the law concerning commercial arbitration in the Province or Territory where the loss occurred. The Seat of Arbitration shall be Toronto. The Language of Arbitration shall be English. For products sold in the province of Quebec, the Seat of the Arbitration shall be Toronto or Montreal, and the language shall be English or French. The Arbitration shall proceed before a single arbitrator. The law of the Arbitration shall be the law of the Province or Territory where the loss occurred. NOTWITHSTANDING THE FOREGOING, NEITHER THE CLAIMANT NOR UPONOR 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. NO LITIGATION SHALL BE COMMENCED IN ANY FORM WITH RESPECT TO UPONOR'S PRODUCTS EXCEPT AS DESCRIBED ABOVE

To the extent that the claimant is not otherwise bound to commence any claim against Uponor in arbitration as set forth elsewhere in this Limited Warranty, whether because of consumer legislation or otherwise, the claimant accepts the terms and conditions of the Warranty Claim Dispute Process and the Limited Warranty, including

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terms concerning arbitration and choice of laws, by initiating dispute resolution, arbitration or litigation which in whole or in part references or relies upon the warranties and conditions set forth in this Limited Warranty. By so invoking the terms of this Limited Warranty in whole or in part, the claimant agrees to stay any dispute resolution, arbitration or litigation in favour of arbitration as set forth in the Warranty Claim Dispute Process section of this Limited Warranty.

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 Province or Territory where the loss occurred. 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, ANY 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. WHERE THIS DISCLAIMER OR ANY PORTION OF IT IS NOT VALID AT LAW, THOSE INVALID PORTIONS MAY BE SEVERED FROM THE REST OF THIS LIMITED WARRANTY.

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. WHERE PROVINCIAL OR TERRITORIAL LAW DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY.

FOR THE GREATEST CLARITY, UPONOR DISCLAIMS ANY AND ALL LIABILITY FOR LOST PROFITS, WHETHER THEY CONSTITUTE DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN WHERE THEY WOULD OTHERWISE BE COVERED BY SOME TERM OF THIS WARRANTY

THIS LIMITED WARRANTY GIVES THE CLAIMANT SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS IN ACCORDANCE WITH PROVINCIAL OR TERRITORIAL LEGISLATION.

*Glossary

- Uponor Pipe (all types): AquaPEX®, HePEXTM, HelioPEXTM, and 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.
- Uponor-certified installer: Installer who has successfully completed the Uponor Certification Course and possesses an assigned Uponor installer ID#.



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