

UPONOR, INC. LIMITED WARRANTY

This Warranty is Effective for Installations Made After March 1, 2020.

Scope

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 Uponor PP-RCT Pipe and PP-RCT Fittings ("Product") shall be free from defects in material and workmanship, under normal conditions of use and normal operating conditions, when installed as part of a facility water distribution, HVAC or hydronic piping distribution system and in accordance with the installation instructions set forth in this Limited Warranty for a period of 10 years. This Limited Warranty shall commence on the date the Product is delivered to the end user for installation. ("Commencement Date").

Exclusive Remedies

If Uponor determines that the Product 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 the Product was installed directly resulted from a leak or failure caused by defects in material or workmanship in the Product 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, labor, 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 (including remediation arising out of or in connection with the mold) and other damages that could have been reasonably mitigated in the exercise of reasonable care.

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 th St. West Apple Valley, MN 55124	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.

Conditions and Exclusions

The following requirements must be met for the Warranty to be in effect:

- The Product must be installed by a state licensed installer who has been trained by Uponor or an Uponor-approved trainer. The installation must be performed in accordance with Uponor's then-current guidelines for the correct installation of the Product. The current Uponor installation guidelines can be found at www.uponorpro.com/pprct;
- All connections to the Product must be fused in accordance with the installation instructions provided by Uponor and applying the DVS2207 Standard and using properly working fusion tools and devices complying with the DVS2208 Standard made by an Uponor approved manufacturer;
- Upon completion of installation, the Product must be pressure tested in accordance with Uponor guidelines. Upon completion of the pressure test the installer must date, complete and submit to Uponor the Uponor PP-RCT Pressure Test Form(s) within thirty (30) days of the pressure test, certifying that the Product has been installed and pressure tested in accordance with Uponor's then-current guidelines, along with the results of the pressure test. Uponor's guidelines for pressure testing and the Uponor PP-RCT Pressure Test Form can be found at www.uponorpro.com/pprct;
- The Product must not be exposed to temperatures and/or pressures that exceed the limitations found on specifications for the Product;
- The Product must be located in its originally installed location;
- The Product must be installed in an end-use environment as intended for the Product; and
- The Product must be 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 if one or more of the following has occurred:

- The Product is used in applications other than a facility water distribution, HVAC or hydronic piping distribution system unless otherwise approved in writing by Uponor prior to installation;
- The Product is not transported, handled, stored and/or installed in a manner consistent with normal industry standards and Uponor's then-current guidelines for the storage of the Products which can be found in the installation guidelines at www.uponorpro.com/pprct;
- The Products are exposed to ultraviolet light for an aggregate period in excess of twenty-four (24) hours if the customer to whom the Product is delivered fails to immediately notify Uponor that the Products were delivered in damaged packaging which resulted in direct exposure to ultraviolet light;
- The Product failed due to defects or deficiencies in the design, engineering, operation or installation of the piping system to which the Product was incorporated to the extent Uponor was not involved in the design or engineering of the piping system;
- The Product failed due to incompatibility with any component to which the Products are directly or indirectly connected other than those components expressly listed as compatible in Uponor's then-applicable installation guidelines which can be found at www.uponorpro.com/pprct;

- The Product is subjected to pressures, flow rates, temperatures or chemical exposure which are in excess of Uponor's current guidelines for the safe use and operation of the Product which can be found at www.uponorpro.com/pprct or damaged due to pressure fluctuations, cavitation or entrained air;
- The Product is subjected to modification, misuse, misapplication, improper maintenance or repair, and/or are damaged by the acts or omissions of parties other than Uponor;
- The Product is damaged by fluid freezing in the Product;
- The Product is damaged by exposure to chemical agents, fire retardant materials, ionic contaminants, thread sealants, plasticized vinyl products and/or other chemical agents which are incompatible with the Products. The current list of incompatible substances may be found at www.uponorpro.com/pprct. In case of any doubt as to the compatibility of a particular substance with the Product, the end user should consult Uponor for technical advice as to the compatibility of substance in question;
- The Product is used in abnormal operating conditions;
- The damage to the Product is caused or exacerbated by copper in the water resulting from erosion/corrosion or other degradation of copper components in a piping system;
- The failure or resulting damage is caused in part or entirely by the fusion of the Product with other PP-R or PP-RCT products not supplied by Uponor;
- The failure or resulting damage was caused by failure to install the Product in accordance with Uponor's then-applicable installation instructions or then-applicable building, mechanical, plumbing, electrical, fire and other code requirements.

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 binding 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. 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 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 favor 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 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. 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. 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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uponor

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