

VESIPEX PIPING SYSTEMS LIMITED WARRANTY

Subject to the conditions and limitations of this Limited Warranty, VesiPex, warrants to the property owner ("Owner") that the components in its VESIPEX Piping Systems as described below (the "Products"), when properly installed by licensed plumbers in potable water and radiant heating systems and subject to normal conditions of use, shall be free from failure caused by manufacturing defects for the respective periods set forth below, each of which periods shall commence on the date of original purchase of the Product (whether or not by Owner):

1) VESIPEX Tubing. Cross-linked polyethylene tubing with or without oxygen barrier installed and used in compliance with ASTM F876/877 shall be warranted for a period of: (a) 25 years from the date of purchase if installed with VESIPEX fittings or (b) 10 years from the date of purchase if installed with non-VESIPEX fittings.

2) VESIPEX Fittings. VESIPEX brass crimp fittings (F1807) and cold expansion fittings (F1960) used in compliance with ASTM F877 shall be warranted for period of 10 years from the date of purchase. VESIPEX PPSU crimp fittings (F2159) and cold expansion fittings (F1960) used in compliance with ASTM F877 shall be warranted for period of 5 years from the date of purchase.

3) VESIPEX Valves and Manifolds. VESIPEX valves and manifolds shall be warranted for a period of 5 years from the date of purchase.

In the event that a VESIPEX Product fails during the applicable warranty period due to a manufacturing defect as determined by VESIPEX and all conditions for coverage under this Limited Warranty are met, the Owner shall be entitled to the following as his or her exclusive remedy: (i) at VESIPEX's sole election, either (a) the replacement of the same type, size and like quantity of non-defective Product at the original point of delivery, at no cost to Owner or (b) credits, offsets, refunds or a combination thereof, for the purchase price of the defective Product; and (ii) if the Product in question is covered by either the 10-year or 25-year limited warranty and the failure occurred during the first ten (10) years of such warranty period and was the direct cause of a leak at the Owner's property, VESIPEX will reimburse the Owner for all reasonable and necessary costs of repair or replacement for physical damage to the property, including drywall, flooring and painting costs, as well as damages to personal property, resulting from the failure or leak.

Installation. This Limited Warranty applies only if the applicable Product is configured and installed by a licensed professional plumbing contractor in accordance with VESIPEX's instructions, good plumbing practices, and applicable code requirements and industry standards. FAILURE TO INSTALL THE PRODUCTS IN COMPLIANCE WITH THESE REQUIREMENTS WILL VOID THIS WARRANTY AND MAY RESULT IN SEVERE WATER DAMAGE. VESIPEX DOES NOT GUARANTEE OR IN ANY WAY WARRANT THE INSTALLATION OF ITS PRODUCTS.

Exclusions From Coverage: This Limited Warranty excludes defects or failures caused after shipment of the Product by: (i) components not manufactured or sold by VESIPEX; (ii) improper installation (as set forth above); (iii) use in improper applications or conditions or in conjunction with improper materials (including, without limitation, improper lubricants, pastes, solvents or sealants); (iv) exposure to damaging physical or chemical conditions, including, but not limited to, chemically corrosive or aggressive water conditions, abnormal operating conditions, accident, abuse, and misuse; (v) freezing or overheating of liquids within the Product, or unusual pressure surges or pulsation; (vi) vibration; (vii) exposure to temperatures and/or pressures exceeding the ranges for the Product as specified in VESIPEX's design manuals and installation guides; (viii) exposure to ultraviolet lights or other high-energy radiation; (ix) failure to adhere to VESIPEX instructions and/or specifications concerning the proper handling, installation, testing and use of the Product; (x) failure to adhere to applicable standards set forth by local laws, codes, or regulations and the applicable industry standards; or (xi) any other improper activities not listed above or damage caused by the fault or negligence of anyone other than VESIPEX.

DISCLAIMER OF OTHER WARRANTIES: THIS LIMITED WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE PRODUCTS. THERE ARE NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES ARE SPECIFICALLY DISCLAIMED AND VESIPEX SHALL NOT BE LIABLE IN THIS RESPECT NOTWITHSTANDING ITS ACTUAL KNOWLEDGE OF THE PRODUCT'S INTENDED USE OR ANY REPRESENTATIONS THAT MAY HAVE BEEN MADE BY VESIPEX CONCERNING THE DESIGN, MANUFACTURE, SALE, USE, INSTALLATION OR PROVISION OF THE PRODUCTS. NO STATEMENT, CONDUCT OR DESCRIPTION BY VESIPEX OR ITS REPRESENTATIVES, IN ADDITION TO OR BEYOND THIS LIMITED WARRANTY, SHALL CONSTITUTE A WARRANTY.

SOLE REMEDY/LIMITATION OF LIABILITY: THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS LIMITED WARRANTY AND THE SOLE AND EXCLUSIVE OBLIGATION OF VESIPEX WITH RESPECT TO ANY CLAIMS FOR BREACH OF THIS LIMITED WARRANTY, SHALL BE AS SET FORTH ABOVE. IN NO EVENT SHALL VESIPEX BE LIABLE FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITIES, DAMAGE TO REPUTATION, SPECIAL DAMAGES, INDIRECT DAMAGES, DELAY DAMAGES, PUNITIVE DAMAGES, EXEMPLARY DAMAGES, CONSEQUENTIAL DAMAGES OR INCIDENTAL DAMAGES.

Warranty Claim Process. Any warranty claim by Owner regarding an alleged defective Product shall be made in writing to VESIPEX sent to the address below, postmarked within the applicable warranty period and no later than ten (10) days after the date the defect is discovered, or in the exercise of ordinary care should have been discovered. Such notification should be sent to:

VesiPEX
Attention: Warranty Department
12612 Highway 50 Unit 12A #328. Bolton, ON L7E1T6

and must include a description of the Product (with model number, if available), date of purchase and/or date of installation (with proof of purchase, if available), and a description of alleged defect. If the Owner cannot determine the date of purchase, VESIPEX will deem the production date to be the date of purchase for purposes of this Limited Warranty. Owner shall keep all Products alleged to be defective and, at VESIPEX's request and expense, ship the Product(s) to VESIPEX for inspection. In the event Owner is seeking the reimbursement of property damages as set forth above, Owner must provide detailed documentation of the claimed damages, including photographs, estimates, and invoices. VESIPEX shall also have the right, but not the obligation, to inspect the site of installation/damage. Upon receipt of a complete warranty claim, VESIPEX will perform an investigation to determine if a manufacturing defect is present. If VESIPEX determines warranty coverage applies, it will promptly notify Owner and provide the remedy set forth in this Limited Warranty. No action by VESIPEX under this warranty shall be construed as an admission of liability.

Transferability. This Limited Warranty shall apply for the full applicable warranty period with respect to the original Owner of the real property at which the Product is installed and to any subsequent owner(s) of such property, provided such ownership transfer(s) occur within 10 years of the Product purchase date. Any change in ownership of the property after such 10-year period will void any remaining warranty coverage.