

Hydro-PEX Systems Limited Warranty

Subject to the terms of this Limited Warranty, Hydro-PEX Systems or Hydro-Air Systems, Inc. hereafter referred to as Hydro-PEX Systems, warrants solely and specifically to the owner of the applicable real property at the time of the installation and the first transferee thereafter of such real property that: (i) Hydro-PEX System's PEXc tubing, marketed as "Hydro-Plumb Plus" or "Hydro-Heat", and Hydro-PEX System's PEX-AL-PEX tubing, marketed as Hydro-Flex PEX-AL-PEX shall be free of defects in material and workmanship for a period of twenty-five (25) years; and (ii) brass ASTM F 2080 fittings marketed as "Sherlock Fittings" and F1281 fittings marketed as "Hydro-Press" shall be free of defects in material and workmanship for a period of twenty-five (25) years; and (iii) brass ASTM F 1807 fittings marketed as "Hydro-Plumb Fittings" using either a Hydro-PEX System copper crimp ring or stainless steel cinch clamp shall be free of defects in material and workmanship for a period of two (2) years; and (iv) Hydro-Plumb Polymer barbed fittings using either a Hydro-PEX System copper crimp ring or stainless steel cinch clamp shall be free of defects in material and workmanship for a period of one (1) year; and (v) the associated hardware, including manifolds, distribution headers, valve actuators, and other accessories marketed and provided by Hydro-PEX Systems shall be free of defects in material and workmanship for a period of one (1) year; and (vi) tools used for "Sherlock Fittings", "Hydro-Press" or "Hydro-Plumb Fittings" sold by Hydro-PEX Systems shall be free of defects in material and workmanship for a period of one (1) year. The warranty period will begin with the date of the sale of the product in question. For the purpose of this Limited Warranty all of the products referred to above hereafter will be referred to as a "product" or collectively as the "products".

For this Limited Warranty to apply: (i) all "products" must be installed in conformance with Hydro-PEX Systems applicable installation instructions and technical bulletins including but not limited to the testing under pressure of the system after installation; and (ii) the installation of "products" must be carried out by a registered and licensed installer; and (iii) all "products" must have been installed in accordance with all local and applicable building, plumbing, mechanical, electrical and fire protection codes; and (iv) the "products" have not been exposed to harmful chemicals; and (v) the "products" have not been exposed to excessive ultraviolet light, in accordance with published UV exposure limits; and (vi) the "products" are not damaged do to freezing or any other circumstances beyond the control of Hydro-PEX Systems; and (vii) the "products" are not damaged by tear, break or other stress cracks.

THE LIMITED WARRANTY HEREIN PROVIDED IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED ON THE PART OF HYDRO-PEX SYSTEMS. HYDRO-PEX SYSTEMS DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE OR OF HABITABILITY.

The Limited Warranty will not be valid and Hydro-PEX Systems will not be liable in the event that: (i) "products" are not installed in conformance with Hydro-PEX Systems applicable installation instructions and technical bulletins including the lack of testing under pressure of the system after installation; and (ii) the installation of "products" were not carried out by a registered and licensed installer; and (iii) the "products" were not installed in accordance with all local and applicable building, plumbing, mechanical, electrical and fire protection codes; and (iv) the "products" have been exposed to harmful chemicals; and (v) the "products" have been exposed to excessive ultraviolet light, in accordance with published UV exposure limits; and (vi) the "products" were damaged do to freezing or other circumstances beyond the control of Hydro-PEX Systems; and (vii) the "products" were damaged by tear, break or other stress cracks.

In order to make a claim under this Limited Warranty, Hydro-PEX Systems must be informed immediately and no later than thirty (30) days after the occurrence of an event giving rise to a breach of the Limited Warranty and while the damaged portion of the Project is still open and available for inspection by a Representative of Hydro-PEX Systems to enable Hydro-PEX Systems to determine whether Hydro-PEX Systems has any liability for defective product. IF THIS NOTICE IS NOT GIVEN, AND INSPECTION IS NOT POSSIBLE, THEN THIS LIMITED WARRANTY IS VOID. Additionally, at the request of Hydro-PEX Systems, in order for this Limited Warranty to be valid, the claimant will provide a sample of the allegedly defective product to Hydro-PEX Systems for evaluation.

If after a full evaluation a defect exists within the "products", Hydro-PEX System's liability shall be limited, at Hydro-PEX System's option, of replacing or repairing the defective "product" in question or providing a refund of the defective "products" purchase price. Hydro-PEX Systems will not be liable for any costs of labor, removal, reinstallation, transportation, or any other charges which may arise in connection with the warranty claim. THE SOLE AND EXCLUSIVE REMEDY PURSUANT TO ANY CLAIM OF ANY KIND, INCLUDING BUT NOT LIMITED TO A CLAIM IN CONTRACT, NEGLIGENCE OR STRICT LIABILITY, AGAINST HYDRO-PEX SYSTEMS OR ANY OF HYDRO-PEX SYSTEM'S AFFILIATES, SHALL BE LIMITED TO THE LIMITED LIABILITY OF HYDRO-PEX SYSTEMS DESCRIBED IN THIS SECTION. HYDRO-PEX SYSTEMS SHALL NOT BE HELD RESPONSIBLE FOR DAMAGE TO PERSON OR PROPERTY, INCIDENTAL OR CONSEQUENTIAL LOSS, LOSS OF PROFIT, LOSSES ON GOODS IN STORE OR THE LIKE, IRRESPECTIVE OF THE CAUSE. Some States do not allow the exclusion of limitation of incidental or consequential damages and some States do not allow limitations on how long implied warranties may last. Therefore, the limitations or exclusions above may not apply to you. This Limited Warranty gives you specific rights and you may also have other legal rights which vary by State. Any action of breach of warranty must be commenced within one (1) year of the date of the breach of warranty, unless such limitation is barred by law. This warranty applies to the United States.

This warranty is effective July 1, 2009
Hydro-Air Systems, Inc. – 9501 Susan Avenue, SE – Albuquerque, NM 87123 – (866) 812-3352