



RADIANT HEATING SYSTEMS

**LIMITED WARRANTY**

**Uponor, Inc. Limited Warranty**

**Valid for Wirsbo hePEX™ and Wirsbo AQUAPEX® tubing and radiant heating components to real property owners and succeeding owners during warranty period. This warranty is effective for installations made after Aug. 1, 2002.**

**Limited Warranty:**

Uponor, Inc. warrants to the real property owners and succeeding owners that Wirsbo hePEX™ tubing, Wirsbo hePEX™ plus tubing, Wirsbo AQUAPEX® tubing, Wirsbo AQUAPEX® plus 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 systems, snow and ice melting systems, ground conditioning 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 expire, from the date of installation, in twenty-five (25) years for Wirsbo hePEX™ tubing, Wirsbo hePEX™ plus tubing, Wirsbo AQUAPEX® tubing and Wirsbo AQUAPEX® plus tubing; and shall expire in eighteen (18) months for fittings, manifolds, electrical parts and staples.

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 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.

It is expressly agreed that the exclusive remedies under this limited warranty shall be at the option of Uponor, Inc. to: issue a refund, repair or replace any article which is proven to be defective. Allowances made to customers for transportation, labor, repairs, or any other work, are at the discretion of Uponor and must be authorized in writing, in advance by Uponor.

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 (as of the applicable Installation Date) installation instructions provided by Uponor, Inc.;

- (b) 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;
- (c) remain in their originally installed location;
- (d) are connected to proper water and power supplies;
- (e) show no evidence of misuse, tampering, mishandling, neglect, accidental damage, modification or repair without the prior written approval of Uponor, Inc.; and
- (f) are installed in accordance with applicable building, mechanical, plumbing and electrical code requirements.

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:

- (i) faulty installation;
- (ii) components not manufactured or sold by Uponor, Inc.;
- (iii) exposure to ultraviolet light; or
- (iv) any abnormal operating conditions.

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

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 Home Comfort Team 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, Inc.

UPONOR, INC. DISCLAIMS ANY WARRANTY NOT PROVIDED HEREIN INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. UPONOR FURTHER DISCLAIMS ANY STATUTORY OR IMPLIED WARRANTY OF HABITABILITY. UPONOR FURTHER DISCLAIMS ANY RESPONSIBILITY FOR LOSSES, EXPENSES, INCONVENIENCES, SPECIAL, INDIRECT, SECONDARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM OWNERSHIP OR USE OF THE ARTICLES SOLD 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 YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

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