

VIEGA PEX WATER SYSTEMS



VIEGA® LLC PEX WATER SYSTEMS LIMITED WARRANTY

Subject to the conditions and limitations in this Limited Warranty, VIEGA LLC (Viega) warrants to owners of real property in the United States and Canada that the components in its PEX Plumbing Systems (as described below) when properly installed by licensed plumbers in potable water systems, under normal conditions of use, shall be free from failure or leak caused by manufacturing defects for a period of ten (10) years from date of installation.

Viega PEX Plumbing Systems and components covered by this ten-year warranty are:

ViegaPEX® and ViegaPEX ULTRA cross-linked polyethylene (PEX) tubing, FostaPEX®, ManaBloc®, MiniBloc™ or polymer or copper manifolds sold by Viega and approved connections sold by Viega installed as a manifold plumbing system.

ViegaPEX and ViegaPEX ULTRA cross-linked polyethylene (PEX) tubing or FostaPEX installed with PEX metal or polymer press fittings and PEX Press sleeves sold by Viega installed as a system.

ViegaPEX and ViegaPEX ULTRA cross-linked polyethylene (PEX) tubing and ASTM F1807 metal crimp insert fittings sold by Viega and ASTM F2159 PolyAlloy™ crimp fittings sold by Viega installed with copper crimp rings as a system.

Viega does not extend any warranty on its components used in systems with tubing, fittings, manifolds, or press sleeves not sold by Viega or installed by other than a licensed plumber. In addition, the warranty does not apply if distribution lines and their connections to manifold plumbing systems sold by Viega are not ViegaPEX or FostaPEX tubing or approved connections sold by Viega.

Power tools and jaws used with PEX Press fittings are warranted by the manufacturer and Viega extends no separate warranty on those tools or jaws. Viega warrants that PEX Press hand tools sold by Viega, under normal conditions of use, shall be free from failure caused by manufacturing defects for a period of two (2) years from date of sale. Viega warrants that PEX Crimp hand tools and tubing cutters sold by Viega, under normal conditions of use, shall be free from failure caused by manufacturing defects for a period of twelve (12) months from date of sale.

Viega warrants that properly installed PEX valves, PEX lav and closet risers and riser accessories manufactured and/or sold by Viega shall be free from failure caused by manufacturing defects for a period of two (2) years from date of installation.

Under this limited warranty, you only have a right to reimbursement if the failure or leak or resulting damage resulted from a manufacturing defect in the products covered by this warranty and the failure or leak or resulting damage occurred during the warranty period. You do not have a remedy or right of reimbursement under this warranty and the warranty does not apply if the failure or leak or resulting damage is caused by (1) components in the plumbing system other than those manufactured or sold by Viega; (2) not designing, installing, inspecting, testing, or operating the system in accordance with Viega's installation instructions at the time of the installation, applicable code requirements and good plumbing practices; (3) improper handling and protection of the product prior to and during installation, inadequate freeze protection, exposure to water pressures or temperatures in excess of the limitations on the tubing or application of unauthorized or harmful solvents or chemicals; (4) acts of nature such as earthquakes, fire, flood or lightning.

In the event of a failure or leak in the system, it is the responsibility of the property owner to obtain and pay for repairs. Only if the warranty applies will Viega be responsible for reimbursement under this warranty. The part or parts which you claim failed should be kept and Viega contacted at the address below* or by telephoning 800-976-9819 within thirty (30) days after the failure or leak and identifying yourself as having a warranty claim. You should be prepared to ship, at your expense, the product which you claim failed due to a manufacturing defect, document the date of installation, and the amount of any claimed bills for which you claim reimbursement. Within a reasonable time after receiving the product, Viega will investigate the reasons for the failure, which includes the right to inspect the product at Viega and reasonable access to the site of damage in order to determine whether the warranty applies. Viega will notify you of the results of this review.

In the event that Viega determines that the failure or leak and any resulting damages were the result of a manufacturing defect in the products and occurred during the time periods covered by this warranty, Viega will reimburse the property owner for reasonable repair or replacement charges to include drywall, flooring and painting costs as well as damages to personal property resulting from the failure or leak. VIEGA SHALL NOT BE LIABLE FOR CONSEQUENTIAL ECONOMIC LOSS DAMAGES UNDER ANY LEGAL THEORY AND WHETHER ASSERTED BY DIRECT ACTION, FOR CONTRIBUTION OR INDEMNITY OR OTHERWISE.

THE ABOVE LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF FOUND APPLICABLE, ANY IMPLIED WARRANTIES ARE LIMITED TO THE DURATION OF THE TIME LIMITS SET OUT IN THIS WRITTEN WARRANTY. Other than this limited warranty, Viega does not authorize any person or firm to create for it any other obligation or liability in connection with its products. This written warranty applies for the full term of the applicable warranty regardless of any change of ownership in the property.

Some states do not allow the exclusion or limitation of incidental or consequential damages or limitations on the duration of implied warranties in certain types of transactions, so the above exclusion or limitations may not apply to you. This limited warranty gives you specific legal rights and you also may have other rights which vary from state to state. This warranty shall be interpreted and applied under the law of the state in which the product is installed.

* 301 N Main, 9th Floor, Wichita, KS 67202