Limited Warranty

UPONOR WIRSBO

Uponor Wirsbo Limited Warranty involving HCT Members

Valid for Wirsbo hePEX™/AQUAPEX®/MultiCor™ Tubing And Radiant Heating Components
To Real Property Owners And Succeeding Owners During Warranty Period
This Warranty Is Effective For Installation Made After August 1, 2002

Limited Warranty: Uponor Wirsbo warrants to the real property owners and succeeding owners that Wirsbo hePEX™, Wirsbo hePEX™plus and Wirsbo AQUAPEX® Wirsbo MultiCor™ and other parts described in the then current Wirsbo 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 & 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 shipment by Uponor Wirsbo, in thirty (30) years for Wirsbo hePEX™ and Wirsbo AQUAPEX® and Wirsbo MultiCor tubing, and in five(5) years for fittings and manifolds, and in two (2) years for electrical parts.

Written notification of a believed failure must be received by Uponor Wirsbo 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 Wirsbo for testing and determination of cause. Upon receipt of warranty claim, Uponor Wirsbo 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 Wirsbo 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 Wirsbo, and must be authorized in writing, in advance by Uponor Wirsbo.

This limited warranty applies only if the articles sold hereunder are: (a) selected, designed, and installed according to the then current (time of installation) installation instructions provided by Uponor Wirsbo (b) are not exposed to temperatures and/or pressures that exceed the limitations printed on the tubing, (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 Wirsbo, (f) are installed in accordance with applicable building, mechanical, plumbing and electrical code requirements. The above Limited Warranty is the full extent of express warranties provided by Uponor Wirsbo.

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 Wirsbo Sales Representatives, Distributors and Home Comfort Team Members have no express or implied authority to bind Uponor Wirsbo to any agreement or warranty of any kind without the express written consent of Uponor Wirsbo.

UPONOR WIRSBO DISCLAIMS ANY WARRANTY NOT PROVIDED HEREIN INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. UPONOR WIRSBO FURTHER DISCLAIMS ANY STATUTORY OR IMPLIED WARRANTY OF HABITABILITY. UPONOR WIRSBO 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.

WIRSBO®

Life, Safety, Comfort Systems

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uponor