

## Warranty Conditions

### 1. Scope of warranty

- 1.1 Uponor GmbH ("Uponor") warrants that Uponor branded products, with the exception of tools, electromechanical items, controls and exhaustible parts, are, for a period of **10 years**, from the date of purchase, free from defects in materials and workmanship.
- 1.2 Uponor further guarantees that Uponor's mounting tools, electromechanical parts and controls, are, for a period of **2 years**, from the date of delivery, free from defects in materials and workmanship.

### 2. Warranty conditions

- 2.1 This warranty is applicable to products sold on or after 1 January 2007.
- 2.3 This warranty does not cover, and Uponor is not liable for any defect or damage arising from or relating to Products, which
- (a) are not selected, planned and installed and put into operation by a licensed and competent planner and installer in compliance with the current (at the moment of installation) installation instructions provided by Uponor as well as in compliance with all applicable building and plumbing codes and other requirements and guidelines;
  - (b) have been (temporarily or continuously) exposed to temperatures and/or pressures that exceed the limitations printed on the Products or stated in the instructions provided by Uponor;
  - (c) do not remain in their originally installed locations or are repaired, replaced or intervened with, without prior written consent of Uponor;
  - (d) are not connected to potable water supplies or compatible plumbing and heating products approved or specified by Uponor;
  - (e) are connected to or used with non-Uponor products, parts or components except for those approved or specified by Uponor;
  - (f) show evidence of tampering, mishandling, insufficient maintenance, improper storage, neglect or accidental damage;
  - (g) are exhaustible or must be repaired or replaced due to normal wear and tear; or
  - (h) are defective due to any other reason for which Uponor is not liable

### 3. Claims and Remedy

- 3.1 Written notification of a failure must be received by Uponor within the above warranty period and within thirty (30) days of first discovery of the claimed defect. The purchaser must present reliable written proof of the original date of purchase as well as the warranty certificate for the Product.

- 3.2 Uponor must, for purposes of determination of cause and testing, be provided with, or if Uponor so requires, granted access to all Products claimed to be defective.
- 3.3 Any measures undertaken or recommended by Uponor in relation to a claim or to mitigate damage, shall not be construed as Uponor acknowledging liability.
- 3.4 The exclusive remedy under this warranty and law shall be at the sole discretion of Uponor to (I) repair or replace the defective Product or to (II) refund the purchase price of the defective Product.
- 3.5 Uponor shall have the right to engage the service of third parties of its own choice to perform and remedial measures.
- 3.6 Any warranty claims made or repairs or replacement shall not extend the overall warranty period.

### 4. Limitation of Liability

The above warranty is the full extent of express warranties provided by Uponor. Uponor disclaims any warranty not expressly provided for herein, including any implied warranty of merchantability, fitness for a particular purpose, application or use. Uponor further disclaims any statutory or implied warranty of habitability. Uponor further disclaims any responsibility or liability for any indirect, incidental, special, exemplary, punitive or consequential damage or loss or for any claim, loss, expense or damage arising from any special, indirect, incidental or consequential damages, including without limitation any inconvenience, or any loss of time, use or enjoyment, or any loss or damage arising from use or ownership.

### 5. Miscellaneous

- 5.1 No deductions from any amounts owned by the purchaser or the user of the Products to Uponor may be made in relation to a warranty claim. Such amounts shall always be paid in full, and Uponor shall subsequently, as appropriate, credit the purchaser or user. Should any deductions be made, Uponor shall be discharged from all liability.
- 5.2 Any provision hereof which may be in whole or in part unenforceable under the mandatory laws governing this warranty shall be void without affecting the validity of the rest of the said provision or a part thereof.
- 5.3 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 Germany, without regard to its conflict of laws provisions.
- 5.4 This warranty does not limit the statutory rights of consumers.

## Warranty

We assume the liability on Uponor GmbH („Uponor“) pipes and fittings as specified in Uponor International Sales Unit Warranty Conditions within a period of 10 years subsequent to putting an installation into operation.

**Building owner** \_\_\_\_\_

**Building project** \_\_\_\_\_

Name/designation \_\_\_\_\_

Address \_\_\_\_\_

**Used for building** \_\_\_\_\_

**Architect** \_\_\_\_\_

**Planner/Engineering office** \_\_\_\_\_

**Contractor/Installer** \_\_\_\_\_

**Flooring contractor** \_\_\_\_\_

**Date of completion** \_\_\_\_\_

**System put into operation on** \_\_\_\_\_

We hereby confirm that in the aforementioned building project, Uponor pipes and fittings have been installed and put into operation in accordance with the instructions issued by Uponor with regard to the design, installation, controlling measures and operation of such pipes and fittings.

Place, date \_\_\_\_\_

Stamp and signature of the contractor

Place, date \_\_\_\_\_

Stamp and signature of the Uponor representative

Place, date \_\_\_\_\_

Stamp and signature of Uponor

Uponor undertakes the above warranty on respect of claims made by the Contractor against Uponor. This warranty shall only be valid if it completed, signed and returned to Uponor for countersignature.

For confirmation by Uponor this completed certificate must be signed by the Uponor representative and received by Uponor within a period of three months after the system is put into operation.

Warranty declaration No\*) \_\_\_\_\_

\*) to be completed by Uponor

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