

LIMITED WARRANTY—EFFECTIVE MAY 1, 2017 VALID FOR MRPEX® PRE-INSULATED TUBING AND PRE-INSULATED COMPONENTS

LIMITED WARRANTY

MrPEX® Systems warrants to its "clients" that the MrPEX® Pre-Insulated Tubing and Pre-Insulated Components, used for underground applications, sold hereunder shall be free from defects in material and workmanship and that the components will conform to specifications stated in MrPEX® Publications. This Limited Warranty shall expire ten (10) years for all Pre-Insulated PEX and Components sold by MrPEX®, from date of shipment by MrPEX® Systems unless otherwise specified in writing. MrPEX® Systems further warrants that products listed are compatible with each other, but at the same time we disclaim warranty for claims related to compatibility with non-MrPEX® products. Components sold under this Limited Warranty must (1) remain in their originally installed location, (2) are connected to appropriate water and power supplies, (3) show no evidence of tampering, mishandling, neglect, accidental damage, modification or repair without the approval of MrPEX® Systems or damage done to the product by anyone other than MrPEX® Systems authorized personnel. MrPEX® Systems' sole obligation hereunder shall be, at its option, to issue credit, repair or replace any component or part thereof which is proved to be other than as warranted. No allowance shall be made to clients for transportation or labor charges unless such charges are authorized in writing in advance by MrPEX® Systems. Any repairs without the express written consent of MrPEX® Systems, shall render this Limited Warranty invalid. Warranty claims must be received by MrPEX® Systems within the applicable warranty period and within thirty (30) days from the time when the cause for the claim occurred or was discovered. Upon receipt of prompt notice of a warranty claim, MrPEX® Systems shall have ten (10) business days in which to determine whether it acknowledges responsibility for any asserted defects in material or workmanship and the appropriate action to be taken. This Limited Warranty and any claims arising from breach of warranty, or any other claim arising hereunder, shall be governed and construed under the laws of the State of Minnesota. No other persons than MrPEX® employees have any express or implied authority to bind MrPEX® to any agreement or warranty of any kind without the express written consent of MrPEX® Systems.

Disclaimer of Warranties:

MrPEX® systems disclaims any warranty not provided herein including the implied warranty of merchantability and implied warranty of fitness for a particular purpose. It is expressly understood that MrPEX® systems is not responsible for any consequential or other damages that may arise from using MrPEX® system components. Damage resulting from water freezing in the tubing does not constitute a defect in material or workmanship, and shall not be covered by this warranty. MrPEX® systems disclaims any statutory or implied warranty of habitability. MrPEX® systems 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. There are no warranties which extend beyond the face hereof.