

LIMITED WARRANTY—EFFECTIVE FEBRUARY 1, 2021

MrPEX® Systems warrants to its customers that the MrPEX® Systems products sold hereunder shall be free from defects in material and workmanship and that the products will conform to specifications stated in MrPEX® Systems Publications.

DURATION; EXCLUSIONS

The duration of the warranty and exclusions from coverage depend on the type of MrPEX® Systems product as follows:

A. MRPEX® SYSTEMS TUBING AND PANEL HEATING COMPONENTS USED FOR PANEL HEATING AND COOLING APPLICATIONS. This Limited Warranty shall expire thirty (30) years for the MrPEX® Systems tubing, five (5) years for DZR Press Fittings and two (2) years for all other components, 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® Systems products. Products sold under this Limited Warranty must (1) be selected, designed, and installed according to the instructions in MrPEX® Systems Publications using appropriate trade workmanship and according to the local building code(s), (2) remain in their originally installed location, (3) are connected to appropriate water and power supplies, (4) 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.

B. MRPEX® SYSTEMS PRE-INSULATED TUBING AND PRE-INSULATED COMPONENTS USED FOR UNDERGROUND APPLICATIONS. This Limited Warranty shall expire ten (10) years for all Pre-Insulated PEX sold by MrPEX®, and two (2) years for all other products, 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® Systems products. Products 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.

C. POTABLE PEX-a TUBING AND PLUMBING COMPONENTS USED FOR PLUMBING APPLICATIONS. This Limited Warranty shall expire thirty (30) years for the MrPEX® Systems POTABLE PEX-a tubing, five (5) years for MrPEX® Lead Free Brass Fittings and PPSU Fittings and two (2) years for all other products, 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® Systems products. Products sold under this Limited Warranty must (1) be selected, designed, and installed according to the instructions in MrPEX® Systems Publications using appropriate trade workmanship and according to the local building code(s), (2) remain in their originally installed location, (3) are connected to appropriate water and power supplies, (4) 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. A twenty-five (25) year warranty shall be offered on the MrPEX® Lead Free Brass Fittings, and PPSU Fittings when a potable water system is installed solely with MrPEX® Systems POTABLE Pex-a.

WARRANTY SERVICES

MrPEX® Systems' sole obligation hereunder shall be, at its option, to issue credit, repair or replace any product or part thereof which is proved to be other than as warranted. No allowance shall be made to customers 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.

DISCLAIMER OF WARRANTIES; LIMITATIONS PERIOD

No other persons than MrPEX® Systems employees have any express or implied authority to bind MrPEX® Systems to any agreement or warranty of any kind without the express written consent of MrPEX® Systems. **MRPEX® SYSTEMS DISCLAIMS ANY WARRANTY NOT PROVIDED HEREIN WHICH, BUT FOR THIS PROVISION, MIGHT ARISE BY IMPLICATION, OPERATION OF LAW, CUSTOM OF TRADE, OR COURSE OF DEALING, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND IMPLIED WARRANTY OF HABITABILITY.** This disclaimer shall not apply for jurisdictions in which implied warranties may not be disclaimed.

If customer has a claim under this Limited Warranty (or under any implied warranties provided to customer by state law where such implied warranties cannot be disclaimed), customer shall not file a court action based on that claim any later than one (1) year after customer's claim accrues. This limitations period shall not apply for jurisdictions in which limitations periods may not be imposed.

LIMITATIONS OF LIABILITY

MrPEX® Systems SPECIFICALLY DISCLAIMS ANY LIABILITY FOR PROPERTY OR PERSONAL INJURY DAMAGES, SPECIAL OR PUNITIVE DAMAGES, CONSEQUENTIAL, INCIDENTAL, AND CONTINGENT DAMAGES, DAMAGES FOR LOST PROFITS OR REVENUES, DOWN TIME, SHUT DOWN OR SLOW DOWN COSTS, OR FOR ANY OTHER TYPES OF ECONOMIC LOSS, AND FOR CLAIMS OF BUYER'S CUSTOMERS OR ANY THIRD PARTY FOR ANY SUCH DAMAGES. MrPEX® Systems TOTAL LIABILITY ARISING IN CONNECTION WITH THE PRODUCT SHALL BE LIMITED TO THE VALUE OF THE PRODUCT SOLD TO CUSTOMER.

Notwithstanding the foregoing limitations of liability, if MrPEX® Systems determines, in its sole discretion, that any damages to the real property in which a MrPEX® Systems product was installed proximately resulted from a design or manufacturing defect in a MrPEX® Systems product covered under this Limited Warranty, MrPEX® Systems may, in its sole discretion, reimburse customer for the reasonable costs of repairing or replacing such damaged real property. This discretionary reimbursement shall only apply to the material cost of repairing or replacing damaged flooring, drywall, paint, and framing. For purposes of clarity, MrPEX® Systems may, in its sole discretion, refuse to reimburse customer for such real property damage for any reason or no reason at all.

ADDITIONAL EXCLUSIONS FROM WARRANTY

Additional exclusions from this Limited Warranty include:

1. Damage resulting from water freezing in the tubing.
2. MrPEX[®] Systems tubing that is stored in direct sunlight for any period longer than three (3) weeks.
3. Exposure to direct or considerable indirect sunlight after installation.
4. Normal wear and tear.
5. Scratches, dents, marks or other visible surface wear on the product, unless MrPEX[®] Systems is notified within five (5) days of the product being delivered to the customer.

GOVERNING LAW; FORUM SELECTION

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, without resort to conflict of laws principles. For any disputes arising from or relating to this Limited Warranty, the parties agree to the exclusive personal jurisdiction in the federal and state courts located in Minneapolis, Minnesota. Each party hereby waives any right it might otherwise have, but for this provision, to file a motion to dismiss or transfer jurisdiction from such courts based on lack of personal jurisdiction or *forum non-conveniens*.