

**HOME-FLEX™ UNDERGROUND
LIMITED WARRANTY AND LIMITATION OF LIABILITY**

IPEX USA LLC (the “Vendor”) warrants that its HOME-FLEX™ Underground products (the “Products”) are, at the time of their sale by Vendor, free from defects resulting from Vendor’s faulty manufacturing.

THERE IS NO WARRANTY, CONDITION OR REPRESENTATION OF ANY NATURE WHATSOEVER, EXPRESSED OR IMPLIED, BY STATUTE OR OTHERWISE, EXCEPT AS HEREIN CONTAINED. ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS OF THE PRODUCTS FOR A SPECIAL PURPOSE AND ANY OTHER WARRANTY OF QUALITY ARE EXPRESSLY DISCLAIMED.

The Vendor will, at its entire discretion either refund or replace with a Product of the same type and size as the original Product, free of charge, including shipping charges at the original point of delivery, any Product which is found to breach this Limited Warranty.

THIS LIMITED WARRANTY IS VALID FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF PURCHASE OF THE PRODUCT ALLEGED TO BE DEFECTIVE AND WILL ONLY APPLY IF ALL OF THE FOLLOWING CONDITIONS ARE MET:

1. The Product must have been used only in applications and under conditions (handling, installation, testing, use, water temperature, maintenance, repairs, etc.) that are strictly in compliance with local plumbing and/or building codes and with the Vendor’s technical manuals and installation instructions available from the Vendor at the time of installation.
2. The alleged defect must not be due to faulty installation, misalignment of products, vibration, ordinary wear and tear, corrosion, erosion, U.V. degradation, incompatible lubricants, pastes and thread sealants, unusual pressure surges or pulsation, water hammer, temperature shocking, or fouling.
3. The Product must have been installed in good and workmanlike manner by a qualified installer as determined by the governing authority at the installation location. The installation must be consistent with the Vendor’s technical manuals and installation instructions available from the Vendor at the time of installation and with the state-of-the-art industry standards and practices, and it must also be done in conformance with all applicable laws and regulations, including local plumbing and/or building codes.
4. The Product must have not been altered, damaged or modified after leaving the Vendor’s premises, and must have been used in no more than one installation, show no evidence of disassembly or tampering, and have not been subjected to abnormal operating conditions, accident, abuse, misuse, unauthorized alteration, or repair.
5. The Product must not have been subject to acts of nature such as earthquakes, fire, flood, or lightning, or any other event of force majeure.
6. The Product must not have been subject to freezing inside any of its components.

7. If the Product is perishable, the Product must have been used prior to the expiration date as indicated on the Product.

8. The Claimant must notify the Vendor in writing within ten (10) days of when the alleged defect was discovered, or should have been discovered in the exercise of ordinary care, and the alleged defective Product must be promptly returned to the Vendor. Notice of an alleged defective Product under this Limited Warranty must be directed to the Vendor Customer Service representative. Claimant must provide documentary evidence of failure, as well as the failed components themselves or representative samples of the Product that is alleged to have failed, and must agree to allow a meaningful and reasonable opportunity for Vendor to inspect the system in which the alleged defective Product was installed.

ANY LIABILITY IN RESPECT TO THE PRODUCTS IS STRICTLY LIMITED TO THEIR REFUND OR REPLACEMENT AS HEREINBEFORE SPECIFIED AND THERE SHALL NOT, IN ANY EVENT, BE ANY LIABILITY FOR ANY LABOUR CHARGES OR DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES.

ANY CLAIM, WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WITH RESPECT TO OR ARISING OUT OF THE SALE, DELIVERY, INSTALLATION, REPAIR OR USE OF ANY PRODUCTS SOLD TO PURCHASER SHALL NOT IN ANY EVENT EXCEED THE PURCHASE PRICE OF THE PRODUCTS FOUND TO BE DEFECTIVE. It is the responsibility of the owner to obtain and pay for emergency repairs.

IPEX USA LLC

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HOME-FLEX Underground - Limited Warranty and Limitation of liability (October 2023)