

LIMITED WARRANTY

PlumbShop® - Push Connect Brass Fittings
and Water Stops and Water Shut-off Valves

WHAT DOES THIS LIMITED WARRANTY COVER?

BrassCraft Manufacturing Co. (the "Company") warrants to the original consumer purchaser in the United States and Canada that this Product (PlumbShop Push Connect Brass Fittings and Water Stops and Water Shut-off Valves), when properly installed and used, shall be free from defects in materials, manufacturing, and workmanship during the Limited Warranty Period. If this Product was properly installed and used, but after inspection the Company determines that a Product covered by this Limited Warranty failed due to a defect in material or workmanship during the warranty period, the Company will replace this Product with a reasonably similar Product, free of charge. This replacement shall constitute the sole and exclusive remedy for any defective Product.

WHAT IS NOT COVERED BY THIS LIMITED WARRANTY?

This Limited Warranty does not apply to, and the Company will not be responsible for, damage to this Product or any other property arising from normal wear and tear or improper installation or repair. For example, this Limited Warranty does not apply to and the Company will not be responsible for the cost of repairing or replacing any other property that is damaged if this Product does not perform properly, other costs resulting from labor charges, delays, vandalism, negligence, fouling caused by foreign material, faulty maintenance, misuse, abuse, neglect, extreme temperatures or water pressure, variations in water quality, aggressive water chemistry, corrosive water conditions, exposure to solvents or chemicals, accident, casualty, natural disaster (such as flood, fire, lightning or earthquake), or any circumstances over which the Company has no control.

Finish reduction, scratching, deposit build up, staining and acid or alkaline etching due to use, cleaning practices or water or atmospheric conditions, do not constitute defective materials, workmanship or manufacturing, but result from normal wear and tear. This Limited Warranty, therefore, does not apply to such conditions.

These limitations apply even if the Company could have foreseen or has been advised of the possibility of these conditions or damages.

HOW DO YOU GET SERVICE?

If you believe this Product has a defect in materials or workmanship, you may submit a warranty claim by calling Customer Service at (877) 272-7755 for product purchased and installed in the United States or by calling Customer Service at (888) 278-6340 for product purchased and installed in Canada. You must provide documentation showing the date on which the Product was installed. If you do not have this documentation, you must provide documents showing proof of purchase, including purchase date, and the Company will use the manufacture date as the date of installation. You may be required to return the Product to the Company (at your expense) and provide other information or evidence of a defect in materials or workmanship of the Product. The Company will determine if the Product is defective before replacing the

Product free of charge. Any returned product that is replaced with a reasonably similar product becomes the property of the Company.

DISCLAIMER OF OTHER EXPRESS AND IMPLIED WARRANTIES

THIS EXPRESS LIMITED WARRANTY IS THE ONLY WARRANTY GIVEN BY THE COMPANY WITH RESPECT TO THIS PRODUCT. THE COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND HEREBY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY IS NON-TRANSFERRABLE.

LIMITATION ON INCIDENTAL, CONSEQUENTIAL AND SPECIAL DAMAGES

THE COMPANY SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES THAT RESULT FROM THIS PRODUCT OR USE OF THIS PRODUCT, INCLUDING, WITHOUT LIMITATION, LABOR COSTS, WATER DAMAGE OR OTHER PROPERTY DAMAGE, MOLD INTRUSION, LOST PROFITS, OR DELAY.

HOW DOES STATE/PROVINCIAL LAW RELATE TO THIS WARRANTY?

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state/province to state/province. Some states/provinces do not allow limitations on the length of time an implied warranty lasts, so the above limitations may not apply to you. Some states/provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. Note to residents of the State of New Jersey: The foregoing Limited Warranty will not apply to you, except as otherwise permitted by New Jersey law.

DISPUTE RESOLUTION AND ARBITRATION AGREEMENT.

PLEASE READ THE FOLLOWING SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS AND YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS.

(a) You and the Company agree that any dispute, claim or controversy arising out of or relating to this Product or this Limited Warranty, or the breach, termination, enforcement, interpretation or validity thereof (collectively, "Disputes") will be settled by binding arbitration, except that each party retains the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights. **You acknowledge and agree that you and the Company are each waiving the right to a trial by jury and to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, unless both you and the Company otherwise agree in writing, the arbitrator**

may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of this Limited Warranty.

(b) Arbitration Rules and Governing Law. The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Construction Industry Arbitration Rules (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. (The AAA Rules are available at www.adr.org/arb_med or by calling the AAA at 1-800-778-7879.) The U.S. Federal Arbitration Act will govern the interpretation and enforcement of this Section.

(c) Arbitration Process. A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. The arbitrator will be either a retired judge or an attorney and will be selected by the parties from the AAA's roster of Construction Industry arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

(d) Arbitration Location and Procedure. Unless you and the Company otherwise agree, the arbitration will be conducted in the county where you reside, or the closest county as reasonably practicable. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and the Company submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

(e) Arbitrator's Decision. The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award of damages must be consistent with the terms of the "Limitations on Remedies" section above as to the types and the amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. If you prevail in arbitration you may be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law. The Company will not seek, and hereby waives all rights it may have under applicable law to recover, attorneys' fees and expenses if it prevails in arbitration.

(f) Fees. Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules. However, if your claim for damages does not exceed \$50,000, the Company will pay all such fees unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If you choose to retain an attorney, the Company will not pay any part of your attorney fees. Instead, each party will remain responsible for their own attorney fees, except to the extent you are permitted under applicable law to recover your attorneys' fees from the Company.

HOW LONG DOES LIMITED WARRANTY PERIOD LAST?

This Limited Warranty takes effect on the date the covered Product was installed and extends for the number of years shown below (the “Warranty Period”):

Product Category	Warranty Period	Comments
PlumbShop Push Connect Brass Fittings	25 years	Must be used with: <ul style="list-style-type: none">• Copper that complies with ASTM B 88 hard drawn copper tube K, L & M• PEX that complies with ASTM F876/CSA B137.5• CPVC that complies with ASTM D2846 or CSA B137.6• PE-RT that complies with ASTM F2769 Shall be installed per installation instructions.
PlumbShop Water Stops and Water Shut-off Valves	1 year	Shall be installed per installation instructions.