



SNOW AND ICE MELTING SYSTEMS

LIMITED WARRANTY

UPONOR LTD. LIMITED WARRANTY

Valid for Uponor PEX Tubing for Snow and Ice Melting Systems

to Property Owners and Succeeding Owners During Warranty Period. This warranty revision is effective for installations made after January 1, 2006.

Limited Warranty: *Uponor* warrants to the property owners and succeeding owners that *Uponor* PEX snow and ice melting systems, shall be free from defects in material and workmanship, under normal conditions of use. It is understood that failure as a result of the heat transfer fluid freezing within the pipes does not constitute a defect in material or workmanship and shall not be covered by this warranty.

This limited warranty shall expire in twenty-five (25) years for *Uponor* PEX and; and in five (5) years for compression fittings and manifolds and in two (2) years for electrical and control parts. All warranty periods are measured from date of installation. This limited warranty applies when an *Uponor* snow and ice melting system is installed by an *Uponor* Trained Installer and supervised by an *Uponor* representative.

Uponor must receive written notification of a believed failure within the applicable warranty period, and within thirty (30) days of the believed breach. *Uponor* shall have not less than ninety (90) business days in which to determine whether it acknowledges responsibility for any believed defects in material or workmanship.

It is agreed that the exclusive remedies under this limited warranty are for manufacturer's defects. *Uponor* will repair or replace any pipe or fittings, which are proven to be defective and pay for consequential damages. Compensation is limited to \$2,000,000.00 for each claim.

Compensation includes the following:

- for damage to property of third persons and the resulting damage therefrom, and/or,

- for expenses to third persons for removal, dismantling, or uncovering defective products and for installing, fixing, and laying of new products to be supplied by us,
- for a period of 25 years from the date of installation, free replacement for *Uponor* PEX pipe supplied by us in which defects arise that can be proven to have arisen from manufacturing or material faults for which the manufacturer is responsible. This is subject to compliance with the guidelines as outlined in our installation manual.

This limited warranty applies only if the articles sold hereunder are: (a) selected, designed, and installed according to *Uponor* instructions and installed in accordance with the design prepared by a designer who has completed the *Uponor* Certified Design Training Program; (b) remain in their originally installed locations; (c) are connected to water and power supplies that comply with local building, plumbing and electrical codes and bylaws; (d) are used as intended; and (e) show no evidence of mishandling, damage, modification or repair without the approval of *Uponor* or a Certified Designer.

By the mutual agreement of the parties, it is agreed that 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 the Province of Saskatchewan. The Province of Saskatchewan will be the proper jurisdiction for the determination of any claims. An owner or succeeding owner must cooperate fully on a reasonable basis. It is expressly understood that authorized *Uponor* Sales Representatives, Distributors and Factory Trained Plumbing Professionals have no authority to bind *Uponor* to any agreement or warranty of any kind without the written consent of *Uponor*.

UPONOR DISCLAIMS ANY WARRANTY NOT PROVIDED HEREIN.

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