



# Warranty Conditions

## 1. Scope of warranty

- 1.1 Uponor GmbH ("Uponor") warrants that Uponor branded products, with the exception of tools, electromechanical items, controls and exhaustible parts, are for a period of 10 years from the date on which the installation system specified in this certificate has been put into operation, free from defects in materials and workmanship.
- 1.2 Uponor further guarantees that Uponor's mounting tools, electromechanical parts, controls and exhaustible parts, are, for a period of 2 years, from the date of delivery, free from defects in materials and workmanship.

## 2. Warranty conditions

This warranty does not cover, and Uponor is not liable for any defect or damage arising from or relating to Products, which:

- (a) are not selected, planned and installed and put into operation by a licensed and competent planner and installer in compliance with the current (at the moment of installation) installation instructions provided by Uponor as well as in compliance with all applicable building and plumbing codes and other requirements and guidelines;
- (b) have been (temporarily or continuously) exposed to temperatures and/or pressures that exceed the limitations printed on the Products or stated in the instructions provided by Uponor;
- (c) do not remain in their originally installed locations or are repaired, replaced or intervened with, without prior written consent of Uponor;
- (d) are not connected to potable water supplies or compatible plumbing and heating products approved or specified by Uponor;
- (e) are connected to or used with non-Uponor products, parts or components except for those approved or specified by Uponor;
- (f) show evidence of tampering, mishandling, insufficient maintenance, improper storage, neglect or accidental damage;
- (g) are exhaustible or must be repaired or replaced due to normal wear and tear; or
- (h) are defective due to any other reason for which Uponor is not liable

## 3. Claims and Remedy

- 3.1 Written notification of a failure must be received by Uponor within the above warranty period and within thirty (30) days of first discovery of the claimed defect. The purchaser must present reliable written proof of the purchase of original Uponor products as well as the warranty certificate signed by Uponor for the Project stating the Project and the date when the installation system has been put into operation.

- 3.2 Uponor must, for purposes of determination of cause and testing, be provided with, or if Uponor so requires, granted access to all Products claimed to be defective.
- 3.3 Any measures undertaken or recommended by Uponor in relation to a claim or to mitigate damage shall not be construed as Uponor acknowledging liability.
- 3.4 The exclusive remedy under this warranty and law shall be at the sole discretion of Uponor to (I) repair or replace the defective Product or to (II) refund the purchase price of the defective Product.
- 3.5 Uponor shall have the right to engage the service of third parties of its own choice to perform and remedial measures.
- 3.6 Any warranty claims made or repairs or replacement shall not extend the overall warranty period.

## 4. Limitation of Liability

The above warranty is the full extent of express warranties provided by Uponor. Uponor disclaims any warranty not expressly provided for herein, including any implied warranty of merchantability, fitness for a particular purpose, application or use. Uponor further disclaims any statutory or implied warranty of habitability. Uponor further disclaims any responsibility or liability for defects resulting from wrong installation, designing or engineering of the Project or any indirect, incidental, special, exemplary, punitive or consequential damage or loss or for any claim, loss, expense or damage arising from any special, indirect, incidental or consequential damages, including without limitation any inconvenience, or any loss of time, use or enjoyment, or any loss or damage arising from use or ownership.

## 5. Miscellaneous

- 5.1 No deductions from any amounts owned by the purchaser or the user of the Products to Uponor may be made in relation to a warranty claim. Such amounts shall always be paid in full, and Uponor shall subsequently, as appropriate, credit the purchaser or user. Should any deductions be made, Uponor shall be discharged from all liability.
- 5.2 Any provision here of which may be in whole or in part unenforceable under the mandatory laws governing this warranty shall be void without affecting the validity of the rest of the said provision or a part thereof.
- 5.3 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 Germany, without regard to its conflict of law's provisions.
- 5.4 This warranty does not limit the statutory rights of consumers.

# Warranty Conditions

We assume the liability on Uponor GmbH („Uponor“) pipes and fittings as specified in Uponor International Sales Unit Warranty Conditions within a period of 10 years subsequent to putting the installation system specified below into operation. This Warranty is only

issued and only applies for Uponor Products which have been delivered by Uponor at longest 12 months prior to the issue date of this Certificate and for installations which have been completed at latest 6 months prior to the issue date of this Certificate.

Building owner

Building project

Name/designation

Address

Used for building

Architect

Planner/Engineering office

Contractor/Installer

Flooring contractor

Date of completion

System put into operation on

We hereby confirm that in the aforementioned building project, Uponor pipes and fittings have been installed and put into operation in accordance with the instructions

issued by Uponor with regard to the design, installation, controlling measures and operation of such pipes and fittings.

Place, date

Stamp and signature of the contractor

Place, date

Stamp and signature of the Uponor representative

Place, date

Stamp and signature of Uponor

**Warranty declaration No\***

\* To be completed by Uponor

[www.uponor.com](http://www.uponor.com)

