

TERMS AND CONDITIONS OF THE AQUATHERM LIMITED WARRANTY

Section 1 Foreword

Thank you very much for making the decision to use a product from Aquatherm GmbH, Germany. With more than 50 years of experience in the international plastic piping market, and its trendsetting innovations, it has the expertise needed to offer you engineered piping solutions made in Germany.

The trust placed in the quality of Aquatherm GmbH manufactured products ("Aquatherm Product(s)") has motivated Aquatherm GmbH to offer all pipes and molded, fabricated, machined, and/or assembled parts with this warranty.

Section 2 Product Warranty

The Aquatherm Product warranty ("Aquatherm Warranty") protects you from damage that occurs during the warranty period which Aquatherm L.P. agrees has been caused solely by a material defect or manufacturing defect in an Aquatherm Product.

2.1 What is covered by the Aquatherm Warranty?

The Aquatherm Warranty coverage applies to the following product groups:

- Aquatherm blue (Aquatherm blue pipe UV, OT, TI, energy and green fittings used with blue pipe)
- Aquatherm red
- Aquatherm black
- Assemblies fabricated by Aquatherm GmbH or Aquatherm L.P. from the above product groups

The Aquatherm Warranty also covers two types of damage caused solely by a material defect or manufacturing defect in a covered Aquatherm Product: property damage and personal injury.

2.1.1 What is a material defect or manufacturing defect?

A material defect or manufacturing defect as applied to the Aquatherm Warranty shall only mean an Aquatherm Product that fails to conform to the relevant product-specific manufacturing specifications when that product leaves the manufacturing facility. No other definition of material defect or manufacturing defect shall apply to the Aquatherm Warranty.

2.1.2 What is property damage?

The damage to or destruction of another tangible item as a result of a defective Aquatherm Product (e.g., classic water damage to building materials such as drywall as a result of a leak).

2.1.3 What is meant by personal injury?

If a person suffers physical injury, this is known as personal injury. For the purposes of this document, the coverage of personal injury means the direct medical costs incurred as a result of the injury caused by a defective Aquatherm Product

Section 3 Coverage

3.1 No Performance Guarantee.

Warranty coverage for the Aquatherm Warranty is not a performance guarantee for Aquatherm Products as installed or for systems as operated. As with any engineered piping product or system, performance and lifespan of Aquatherm Products and/or systems inherently depend upon numerous factors entirely outside of

Aquatherm GmbH's, Aquatherm L.P.'s and/or Aquatherm Corp.'s control. This includes the quality of product installation, as well as the overall design and operation of the system in which the product(s) are installed and proper maintenance of the system. As a result, there are causes of property damage and personal injury that are not covered by the limited Aquatherm Warranty.

3.2 What is the warranty period (Term of Warranty)?

The Term of Warranty begins on the date on which a covered Aquatherm Product is installed in the system. The warranty period is ten (10) years.

3.3 What is not covered by the Aquatherm Warranty?

Costs related to any damages incurred as a result of:

- Time delay during installation, delays caused by incorrect planning, delivery problems and/or incorrect orders.
- Leaks or damage caused by an improper choice or specification of product.
- Leaks or damage caused by incorrect handling after the Aquatherm Product has left Aquatherm GmbH's, Aquatherm L.P.'s and/or Aquatherm Corp.'s custody.
- Leaks or damage caused by joints which were not made in accordance with approved or recommended Aquatherm GmbH guidelines, including but not limited to: improper fusion technique, use of contaminated materials or tools, use of faulty or unsuitable tools, use of damaged materials or tools, or any connection made by an installer without the proper Aquatherm GmbH approved or recommended training and qualification.
- Leaks or damage caused by improperly assembled connections (threads, flanges, stub-outs, mechanical joints not intended for use with Aquatherm Products, such as PP piping etc.).
- Leaks or damage from all sealing elements (o-rings, gaskets, etc.) in the product lines manufactured by Aquatherm GmbH.
- Leaks or damage in any product(s), component(s) or part(s) not manufactured by Aquatherm GmbH.
- Leaks or damage due to normal wear and tear.
- Leaks or damage due to any circumstances over which Aquatherm GmbH, Aquatherm L.P. and/ or Aquatherm Corp. had no control.
- Non-compliance with the operating parameters defined and specified by Aquatherm GmbH as found in Aquatherm approved technical documents.
- Failure to maintain non-Aquatherm GmbH equipment or components resulting in system conditions that damage Aquatherm Products.
- Installation or use of Aquatherm Products in any portion of a domestic hot water recirculating (DHWR) system.
- Leaks or damage caused to piping by the use of improper clamping. This includes the use of metal clamps that are not in compliance with Aquatherm GmbH's guidelines/training/recommended installation methods, clamps that are improperly sized, clamps that are too tight and/or clamps with insufficient padding to protect piping products.
- The copper and sealing element (e.g., o-ring) portion of the PP-R to copper transition fittings.
- The non-polypropylene portions of Aquatherm Products fittings that are manufactured and/or assembled by others.
- Installation or use of Aquatherm Products in any portion of a compressed air or other compressed gases system.
- Failure to follow the instructions, requirements and recommendations provided in the Aquatherm Design and Planning Guide, Aquatherm Installation Manual and Aquatherm Technical Bulletins.

Note: This list only includes the most prominent examples. Other circumstances which compromise the integrity of the products (and which are outside of Aquatherm GmbH's, Aquatherm L.P.'s and/or Aquatherm Corp.'s control) are not covered under the Aquatherm Warranty.

In cases of doubt, contact your Aquatherm Regional Sales Manager. **In the U.S., exceptions to any Aquatherm GmbH approved or recommended guidelines or Aquatherm Warranty requirements must be provided for in writing by Aquatherm L.P.**

The Aquatherm Warranty does not cover replacement of Aquatherm Products with products manufactured by others. To the extent replacement of Aquatherm Products are required due to a manufacturing or material defect, warranty coverage is limited to replacement with only Aquatherm Products and not with products manufactured by others. If replacement product is provided to a claimant under the Aquatherm Warranty, the Term of Warranty for the replacement product shall be from the original installation date of the product which was replaced.

Section 4 What is the channel of communication for notifying claims under warranty and making inquiries about them?

Warranty claims must be made with Aquatherm L.P. (Product_Claim_Submittal@aquatherm.com) in the US regardless of location where installed. Warranty claims to be honored must be submitted to Aquatherm L.P. within 30 days of the event which may have been caused by a suspected defect in an Aquatherm Product.

In the event of a leak resulting in a warranty claim, samples of the product must be submitted to Aquatherm L.P. for examination and analysis. Working in collaboration with the injured party, either Aquatherm L.P. or Aquatherm Corp. (each a "Local Aquatherm Entity") will identify the cause of the damage, and may utilize external resources (test institutes, laboratories, assessors, etc.) as needed. All expenditures associated with the damages for this claim must be verified/recorded/documented in detail and in a verifiable format to be considered in evaluating the warranty claim. The failure to cooperate with the Local Aquatherm Entity in the collection of information or investigation of any claim may jeopardize coverage under the warranty.

Information about the progress of the claim will only be released by the Local Aquatherm Entity. Determination of the cause of any leak under any available warranty by the Local Aquatherm Entity will be final and binding.

Section 5 Legal Note

In the United States and Canada, the Aquatherm Warranty can only be extended or otherwise amended or modified by a written instrument duly signed by an authorized representative of Aquatherm LP.

If any term of the Aquatherm Warranty is held to be legally ineffective and/or unenforceable, the other terms will remain fully effective and enforceable.

Section 6 Information about avoiding damage

I) Manufacture under certified quality level.

As a trusted manufacturer, Aquatherm GmbH works to a certified quality standard (ISO 9001); constant internal quality controls are part of the daily routine. In addition to this, all employees are integrated into a quality assurance program. As a result of this, products failing to comply with Aquatherm GmbH's high standards are quickly identified and removed from its product range.

II) Preventing damage caused by incorrect handling.

Aquatherm Products must be handled conscientiously and carefully when they are delivered. Experience shows that most damage is caused in transit, storage and/or when working on site, which damages are not covered under the Aquatherm Warranty. Please note that correct handling contributes to maintaining the product quality.

III) Work is to be carried out by trained installers.

Installation defects, which are also not covered under the Aquatherm Warranty, are easy to avoid. Aquatherm GmbH approved and recommended training courses teach the correct techniques in detail for working with its products. In doing so, particular importance is attached to work being carried out attentively and with care using the proper tools for the job. **THE MOST RECENT INSTALLER'S MANUAL SHOULD ALWAYS BE CONSULTED FOR UPDATES, REGARDLESS OF WHEN TRAINING OCCURRED.**

Section 7 Exclusive Warranty and Remedy

THE AQUATHERM WARRANTY AND THE REMEDY DESCRIBED HEREIN (i.e., THE REPLACEMENT OF THE DEFECTIVE AQUATHERM PRODUCT OR DEFECTIVE PART OF AN AQUATHERM PRODUCT) ARE EXCLUSIVE AND ARE THE SOLE WARRANTY AND REMEDY AVAILABLE IN CONNECTION WITH THE PURCHASE, OWNERSHIP OR USE OF AQUATHERM PRODUCTS. ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND CONDITIONS ARE EXPRESSLY EXCLUDED AND DISCLAIMED; INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, AND ALL STATUTORY WARRANTIES AND CONDITIONS. REPLACEMENT OF AQUATHERM PRODUCTS WITH ANY OTHER MANUFACTURER'S PRODUCTS IS NOT COVERED. TO THE EXTENT REPLACEMENT OF AN AQUATHERM PRODUCT DUE TO A MANUFACTURING OR MATERIAL DEFECT IS REQUIRED, WARRANTY COVERAGE IS LIMITED TO REPLACEMENT WITH AN AQUATHERM PRODUCT TO BE PROVIDED BY AQUATHERM GMBH, AQUATHERM L.P., OR AQUATHERM CORP.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, IN NO EVENT SHALL AQUATHERM GMBH, AQUATHERM L.P. AND/OR AQUATHERM CORP. BE LIABLE TO ANY BUYER(S), USER(S) OR THIRD PARTIES FOR ANY GENERAL, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR MULTIPLIED DAMAGES, OR ANY ATTORNEY FEES OR COSTS; THIS INCLUDES BUT IS NOT LIMITED TO PROPERTY DAMAGE, PERSONAL INJURY, LOST PROFITS, LOSS OF SAVINGS OR REVENUE, LOSS OF THE USE OF THE PRODUCT OR ANY ASSOCIATED PRODUCTS, COST OF REPAIR, COST OF ANY SUBSTITUTE PRODUCTS OR SERVICES, DELAY DAMAGES, LABOR CHARGES, FINES/PENALTIES, ECONOMIC OR NON-ECONOMIC LOSSES, ARISING DIRECTLY OR INDIRECTLY FROM THE SALE/PURCHASE, OWNERSHIP, INSTALLATION, OR USE OF THE AQUATHERM PRODUCT, WHETHER BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY.

BY INVOKING THE TERMS OF THIS WARRANTY IN WHOLE OR IN PART, THE CLAIMANT AGREES TO STAY ANY DISPUTE RESOLUTION, ARBITRATION OR LITIGATION IN FAVOR OF ARBITRATION AS SET FORTH IN THE CONTROLLING LAW AND DISPUTE RESOLUTION SECTION OF THE AQUATHERM WARRANTY.

Section 8 Controlling Law and Dispute Resolution.

8.1 Controlling law for Aquatherm Products and warranty in the United States and Canada.

The laws of the State of Utah, without regard to its conflicts of law principles or reference to the UN Convention on the International Sale of Goods, exclusively will govern the Aquatherm Warranty as well as any other claim or controversy of any kind or nature that any purchaser, owner or user of Aquatherm Products located in the U.S. or Canada may have against any of Aquatherm GmbH, Aquatherm L.P., and/or Aquatherm Corp. arising out of, or in connection with, the purchase, ownership or use of Aquatherm Products.

8.2 Dispute Resolution

Any controversy or claim arising out of, or relating to, the Aquatherm Warranty as well as any other claim or controversy of any kind or nature that any purchaser, owner or user of Aquatherm Products located in the U.S. or Canada may have against Aquatherm GmbH, Aquatherm L.P., and/or Aquatherm Corp. arising out of, or in connection with, the purchase, ownership or use of Aquatherm Products shall be settled exclusively by arbitration conducted in Salt Lake City, Utah with Aquatherm L.P. and administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitral tribunal may be entered in any court having jurisdiction thereof. There shall be no right or authority for any claims to be arbitrated on a class action basis.

NOTWITHSTANDING THE FOREGOING, NEITHER THE CLAIMANT NOR ANY OF AQUATHERM GMBH, AQUATHERM L.P. AND/OR AQUATHERM CORP. SHALL BE ENTITLED TO ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS, AND NEITHER THE CLAIMANT NOR ANY OF AQUATHERM GMBH, AQUATHERM L.P. AND/OR AQUATHERM CORP SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS WITH ANY OTHER PARTIES IN ARBITRATION. NO LITIGATION SHALL BE COMMENCED IN ANY FORM WITH RESPECT TO AQUATHERM PRODUCTS EXCEPT AS DESCRIBED ABOVE.

Nothing in the warranty terms provides any purchaser, user, or owner in the U.S. or Canada with rights against Aquatherm GmbH or any Aquatherm GmbH affiliated entity other than a Local Affiliated Entity.

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