



VesiHeat™ Oxygen Barrier Heating PEX System Warranty

VesiPEX Inc (VesiPEX) provides Limited Warranty, as standard assurance for Canadian heating water installations and subject to all provincial and municipal building codes, for components of VesiHeat Radiant Systems, when properly installed by certified installers in radiant heating pe-x systems, under normal conditions of use, shall be free from failure caused by manufacturing defects for a period of twenty-five (25) years from date of installation.

Components of VesiPEX VesiHeat Systems to be covered by this twenty-five (25) year warranty are: VesiHeat peroxide or electron cross-linked polyethylene (PEX) tubing installed with dezincified brass or polymer fittings and sleeves as described herein, sold by VesiPEX and installed as a system.

VesiHeat PEX tubing and ASTM F2080 cold expansion metal or polymer fittings with polymer or brass draw down ring as appropriate for fitting type, sold by VesiPEX as a system. Installer must be certified by VesiPEX as installer of buried couplings or fittings.

VesiPEX warrants that metallic or polymer heating manifolds, and their approved connections, sold by VesiPEX and installed as a radiant heating system under normal conditions of use, shall be free from failure caused by manufacturing defects for a period of five (5) years from date of installation. Heat channel, supports, guides, fasteners and tracking shall be warranted for one (1) year from date of installation.

Components used in systems, including but not limited to tubing, fittings, manifolds, or sleeves not sold by VesiPEX or installed by other than a factory certified installer, are not warranted. Further, the warranty does not cover material or installation defects in distribution components that are not sold by VesiPEX.

Under this limited warranty, you only have a right to reimbursement if the failure or leak or resulting damage resulted from a manufacturing defect in the products covered by this warranty and the failure or leak or resulting damage occurred during the warranty period. You do not have a remedy or right of reimbursement under this warranty and the warranty does not apply if the failure or leak or resulting damage is caused by: (1) components in the plumbing system other than those manufactured or sold by VesiPEX; (2) not designing, installing, inspecting, testing, or operating the system in accordance with VesiPEX installation instructions at the time of the installation, applicable code requirements and good plumbing practices; (3) improper handling and protection of the product prior to and during installation, exposure to ultra violet light, inadequate freeze protection, exposure to water pressures or temperatures in excess of the limitations on the tubing or application of unauthorized or harmful solvents or chemicals;

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(4) chemically corrosive or aggressive water conditions; or (5) acts of nature such as earthquakes, fire, flood or lightning.

In the event of a failure or leak in the system, it is the responsibility of the property owner to obtain and pay for repairs. Only if the warranty applies will VesiPEX be responsible for reimbursement under this warranty. The part or parts which you claim failed should be kept and VesiPEX or authorized representative must be contacted within thirty (30) days after the failure or leak and identifying yourself as having a warranty claim. You should be prepared to ship, at your expense, the product which you claim failed due to a manufacturing defect, document the date of installation, and the amount of any claimed bills for which you seek reimbursement. Within a reasonable time after receiving the product, VesiPEX will investigate reasons for failure, which includes the right to inspect the product at VesiPEX and reasonable access to the site of damage in order to determine whether the warranty applies. VesiPEX will notify you of the results of this review.

In the event that VesiPEX determines that the failure or leak and any resulting damages were the result of a manufacturing defect in the products covered by the 10-year or 25-year limited warranties and occurred during the first ten (10) years covered by this warranty, VesiPEX will reimburse the property owner for reasonable repair or replacement charges to include drywall, flooring and painting costs, as well as damages to personal property, resulting from the failure or leak. The remaining 15 year limited warranty for products covered by the 25-year limited warranty will cover material costs for pipe and fittings only, sold by VesiPEX, not inclusive of any labor or installation costs. Any change in property ownership after the first twelve years will nullify any remaining warranty coverage.

VESIPEX SHALL NOT BE LIABLE FOR CONSEQUENTIAL ECONOMIC LOSS DAMAGES UNDER ANY LEGAL THEORY AND WHETHER ASSERTED BY DIRECT ACTION, FOR CONTRIBUTION OR INDEMNITY OR OTHERWISE.

THE ABOVE LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF FOUND APPLICABLE, ANY IMPLIED WARRANTIES ARE LIMITED TO THE DURATION OF THE TIME LIMITS SET OUT IN THIS WRITTEN WARRANTY.

Other than this limited warranty, VesiPEX does not authorize any person or firm to create for it any other obligation or liability in connection with its products. This written warranty applies for the first 10 years of the applicable warranty regardless of any change of ownership in the property.

Some provinces do not allow the exclusion or limitation of incidental or consequential damages or limitations on the duration of implied warranties in certain types of transactions, so the above exclusion or limitations may not apply to you. This limited warranty gives you specific legal rights and you also may have other rights which vary from province to province. This warranty shall be interpreted and applied under the law of the province in which the product is installed.

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