

PESTAN  
MANUFACTURER'S WARRANTY

1. Limited Warranty. Subject to the terms, conditions and limitations set forth below, Pestan warrants that all new plastic polypropylene pipes and fittings manufactured by Pestan or Pestan's affiliates (the "Products") shall be free from defects in material and workmanship for a period of ten (10) years from the date of delivery of the Products to the Purchaser.

2. Conditions to Warranty. The warranty set forth in Section 1 shall only be effective if the following conditions are met:

- (a) Connections. All connections must be properly fused using properly working fusion tools and devices complying with DVS2208 Standard and which are made by a Pestan approved manufacturer.
- (b) Installation. The Products must be installed by an installer which has been certified as having been trained by Pestan or a Pestan approved trainer. Certification has to be current and specific to the type of fusion performed. The installation must be performed in accordance with Pestan's guidelines for the correct installation of Products. The Pestan guidelines for installation are available at [www.pestanpipes.com](http://www.pestanpipes.com).
- (c) Pressure Test. Upon completion of installation, the Products must be pressure tested in accordance with guidelines established by Pestan. Upon completion of the pressure test, the installer must complete and submit to Pestan the standard Pestan pressure test completion form, certifying that the Products have been installed and pressure tested in accordance with Pestan's guidelines, along with the results of the pressure test. The Pestan guidelines for pressure testing and the standard Pestan test completion form may be found at [www.pestanpipes.com](http://www.pestanpipes.com).

The warranty set forth in Section 1 shall be of no effect with respect to, and no warranty shall apply to, any Products which are not installed and tested in accordance with this Section 2.

3. Voiding of Warranty. The warranty set forth in Section 1, above, shall be void and of no effect if any of the following conditions occur:

- (a) The Products are used in inappropriate applications.

The products are manufactured and intended to be used in applications under the jurisdiction of the following codes:

- ASTM F 2389 Standard specification for pressure rated polypropylene (PP) piping system
- NSF/ANSI 61 Drinking Water System Components-Health Effects

- NSF/ANSI 14 Plastic Piping Systems Components and Related Materials
- CSA B137.11 Polypropylene (PP-R) pipe and fittings for pressure applications
- ICC-LC1004, PP, PEX, PEX-AL-PEX and PP-AL-PP piping, tube and fittings used in radiant heating and water supply

PESTAN products are listed with ICC and IAMPO for following Codes:

- International Building Code (IBC)
- 2012, 2009 and 2006 International Residence Code (IRC)
- 2012, 2009 and 2006 International Plumbing Code (IPC)
- 2012, 2009 and 2006 International Mechanical Code (IMC)
- 2012, 2009 and 2006 Uniform Plumbing Code (UPC)
- 2012, 2009 and 2006 Uniform Mechanical Code (UMC)
- 2010 California Mechanical Code (CMC)
- 2010 National Plumbing Code of Canada

This list is periodically updated and should be checked regularly at [www.pestanpipes.com](http://www.pestanpipes.com) by the users of the Products. For Industrial, Compressed Air, Geothermal, Mining and any other applications please contact Pestan Technical for advice and written approval of the application. Such inquiries may be made through the "Project Inquiry" form at [www.pestanpipes.com](http://www.pestanpipes.com). All approvals for such applications must be in writing.

- (b) The Products are not stored and/or installed in a good and workmanlike manner consistent with normal industry standards and Pestan guidelines. The Pestan guidelines for storage of the Products may be found at [www.pestanpipes.com](http://www.pestanpipes.com).
- (c) The Products are not installed in accordance with all local fire and building code requirements.
- (d) The Products fail due to defects or deficiencies in the design or engineering of, the operation of, or the installation of: (1) the piping system into which the Products are incorporated; or (2) any non-Pestan component to which the Products are directly or indirectly connected.
- (e) The Products are subjected to pressures which are in excess of their rated capacities.
- (f) The Products are subjected to modification, misuse, misapplication, improper maintenance or repair, and/or are damaged by the acts or omissions of parties other than Pestan, or any other act or event beyond the control of Pestan.
- (g) The Products are damaged by fluid freezing in the Products.

- (h) The Products are improperly connected to other piping material or equipment.
- (i) The Products are damaged by exposure to chemical agents, fire retardant materials, thread sealants, plasticized vinyl products and/or other chemical agents which are incompatible with the Products. A non-exclusive list of substances which are incompatible with the Products is available at [www.pestanpipes.com](http://www.pestanpipes.com). The list is periodically updated and should be checked regularly by users of the Products. In the case of any doubt as to the compatibility of a particular substance with the Products, Pestan should be consulted for technical advice as to the compatibility of the substance in question with the Products. Such inquiries may be made through the "Project Inquiry" form at [www.pestanpipes.com](http://www.pestanpipes.com).

4. Remedy for Breach of Warranty. In the event of a breach of the warranty set forth in Section 1, above, the sole and exclusive remedy shall be the repair or replacement of the Product in question, at Pestan's expense. Such limitation shall apply regardless of whether the claim is characterized as arising out of a breach of warranty, breach of contract, tort, strict liability, statutory liability, indemnity or otherwise. The warranty holder shall be solely responsible for any costs associated with making the Products accessible or otherwise available to Pestan for the performance of the repair work on, or the replacement of, the Products. In no event shall Pestan be liable for monetary damages from the breach of the warranty set forth herein, including (without limitation) direct, indirect, consequential (including, but not limited to, lost profits, lost production, and claims of customers of the warranty holder), punitive and /or incidental damages arising out of, or related to, such breach of warranty.

**5. EXCLUSIVE WARRANTY. THE WARRANTY SET FORTH HEREIN IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PESTAN WITH RESPECT TO THE PRODUCTS, AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, BOTH OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.**

6. Notice of Claims. Pestan's obligations under the warranty set forth herein are conditioned upon the receipt of written notice to Pestan of the claim from the warranty holder within thirty (30) days after the breach of warranty occurs. If the warranty holder fails to notify Pestan of the breach of warranty within such period of time, the breach of warranty claim by the warranty holder shall be deemed to have been waived.

7. Transferability of Warranty. This warranty is transferable from the original purchaser of the Products to the owner of the project or structure into which the Products are incorporated.