

Pestan North America LLC (“PNA”) Limited Warranty of the Products, Warranty Claims
Process, and Exclusive Remedies for Product Defects

The following Warranty terms shall apply to the Pestan’s PPRCT Products for 10 years with Effective Date from the product sold to the customer. PNA makes no other warranty with respect to the Products and hereby disclaims any warranty not specifically provided in this document.

(a) Subject to the terms and conditions contained herein, PNA hereby warrants to the customer that all new plastic polypropylene tubes and fittings manufactured by PNA or for PNA by any Supply Chain Partners (“PNA Tube”, “PNA Fittings”, or collectively “Products”) shall be free from defects in materials and workmanship, under normal conditions of use when installed as part of a potable water and/or hydronic distribution system.

(b) PNA does not warrant correctness, accuracy or completeness of any design, drawing, sample, specification, instructions, or information or advice it provides in relation to the Products.

(c) The limited warranty set forth in Section (a) shall only be effective if the following conditions are satisfied with respect to the Products:

- i. Connections. All connections must be properly fused using properly working fusion tools and devices complying with DVS2208 Standard and which are made by a PNA approved manufacturer. Please visit www.PestanPipes.com for the most current list of approved manufacturers.
- ii. Installation. The Product must be installed by a state certified licensed installer for the system being installed who has been trained and certified by PNA or a PNA approved trainer. The installer’s Certification must have been current and specific to the type of fusion at the time it was performed. The installation must be performed in accordance with PNA's guidelines for the correct installation of Products. The PNA guidelines for installation are available at www.Pestanpipes.com.
- iii. Pressure Test. Upon completion of installation, the Products must be pressure tested in accordance with guidelines established by PNA. Upon completion of the pressure test, the installer must date, complete and submit to PNA the standard PNA pressure test completion form within thirty (30) days of the pressure test, certifying that the PNA Products have been installed and pressure tested in accordance with PNA's guidelines, along with the results of the pressure test. The PNA guidelines for pressure testing and the standard test completion form may be found at www.PestanPipes.com.

(d) If any of the conditions set forth in Section (c) are not satisfied, the limited warranty contained in this document and the indemnity contained in Section (b) of this document shall be of no force or effect. PNA provides no warranty or indemnification with respect to Products failing to satisfy these conditions.

(e) Without limiting the foregoing, PNA's limited warranty contained in this document shall be void and of no force or effect if any of the following conditions occur:

- i. The Products are used in applications other than plumbing, facility water distribution, domestic water piping, HVAC, or hydronic piping, unless otherwise approved in writing by PNA prior to installation.
- ii. The Products are not stored and/or installed in a good and workmanlike manner consistent with normal industry standards and PNA's guidelines. The PNA guidelines for storage of the Products may be found at www.PestanPipes.com.
- iii. The Products are directly exposed to ultra violet light for an aggregate period in excess of twenty-four (24) hours.
- iv. The Products fail due to defects or deficiencies in the design, engineering, operation or installation of: (1) the piping system into which the Products are incorporated; or (2) the Products' incompatibility with any component to which the Products are directly or indirectly connected.
- v. The Products are subjected to pressures, flow rates, or temperatures which are in excess of their rated capacities.
- vi. 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 PNA, or any other act or event beyond the control of PNA.
- vii. The Products are damaged by fluid freezing in the Products.
- viii. The Products are improperly connected to other piping material or equipment.
- ix. The Products are damaged by exposure to chemical agents, fire retardant materials, ionic contaminants, thread sealants, plasticized vinyl products and/or other chemical agents which are incompatible with the Products. Substances which are incompatible with the Products

include for example, , but are not limited to, those identified in the representative list available at 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, PNA should be consulted for technical advice as to the compatibility of the substance in question with the Products. Such inquiries may be made by sending in requests to info@pestanpipes.com .

- x. The Product failure or resulting damage is caused in part or entirely by fusion of the Products with other products.
- xi. The Products are not installed in accordance with all then-applicable building, mechanical, plumbing, electrical, fire and other code requirements.

(f) Customer must immediately provide Notice of an alleged failure of, or defect in, any Product. All warranty related notices (“Warranty Notice(s)”) must be received by PNA within three (3) days after customer’s detection or notification of an alleged failure or defect. Upon PNA’s request, any Product alleged to be defective must be sent to PNA for inspection, analysis and/or testing.

(g) If PNA confirms in writing, after reasonable inspection, that a Product failed or is defective within the scope of the limited warranty contained herein, PNA’s liability is limited, at the option of PNA, to: either the issuance of a refund of the purchase price paid by customer for the defective product, or the repair or replacement of the defective product.

(h) Notwithstanding anything to the contrary in this Warranty, if PNA determines, in its sole judgment, that any damages to the real property in which a defective product was installed were the direct result of a leak or failure caused by a manufacturing defect in an Product covered by this limited warranty and occurring within the applicable limited warranty period, and if the claimant took reasonable steps to ensure prompt mitigation of any damage resulting from such failure, then PNA may, at its sole discretion, choose to reimburse claimant for the reasonable costs of repairing or replacing such damaged real property, including flooring, drywall, painting, and other real property damaged by the leak or failure. PNA shall not pay for any other additional costs or expenses, including, but not limited to, transportation, relocation, labor, repairs or any other work associated with removing and/or returning failed or defective products, installing replacement products, damage to personal property or damage resulting from mold.

(i) THIS LIMITED WARRANTY IS THE FULL EXTENT OF THE WARRANTIES PROVIDED BY PNA, AND PNA HEREBY DISCLAIMS ANY WARRANTY NOT EXPRESSLY PROVIDED HEREIN, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCTS COVERED HEREUNDER. PNA FURTHER DISCLAIMS ANY OTHER STATUTORY OR IMPLIED WARRANTIES.

(j) EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS LIMITED WARRANTY, PNA FURTHER DISCLAIMS ANY RESPONSIBILITY FOR LOSSES, EXPENSES, INCONVENIENCES, AND SPECIAL, INDIRECT, SECONDARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OR RESULTING IN ANY MANNER FROM THE PRODUCTS COVERED HEREUNDER.

(k) Notwithstanding anything to the contrary in these terms and conditions, PNA's total liability to customer for defective Products shall never exceed the aggregate price paid by customer for the Products that are the subject of the claim by customer. PNA shall not be liable to customer for loss of profits, revenue, business, goodwill or other indirect or consequential loss regardless of the nature of the claim.