MUNICIPEX® Limited warranty

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REHAU MUNICIPEX® Limited Warranty

Warranty application:

Subject specifically to the terms of this Limited Warranty, including the General Warranty Terms set forth below, REHAU Construction LLC or REHAU Industries Inc., as applicable, ("REHAU") warrants solely and specifically to the owner of the applicable real property at the time of the installation that the REHAU Products listed below shall be free from defects in materials and workmanship under normal conditions. Terms in *italics* shall have the meanings set forth below in the Definitions section.

This Limited Warranty for the applicable REHAU *Products* shall commence on the date the *Product* was sold by REHAU ("Commencement Date") and will expire after the following number of years:

Application-specific limited warranties

Water service

(i) *Pipe* sold as MUNICIPEX[®] water service for a period of twenty-five (25) years; and (ii) *Insulation Cover* for MUNICIPEX pre-insulated for a period of one (1) year.

Reclaim

(i) *Pipe* sold as MUNICIPEX[®] reclaim for a period of twenty-five (25) years.

Force main

(i) *Pipe* sold as MUNICIPEX[®] force main for a period of five (5) years.

General warranty terms

The above Application Specific Limited Warranties are subject to the following General Warranty Terms:

This Limited Warranty only applies to Products sold by REHAU. In order for this Limited Warranty to apply: (i) the handling, use, installation and maintenance of *Products* must continually comply with REHAU technical requirements as set forth in REHAU Technical Guidelines; (ii) design, installation, inspection and testing of the system, including testing under pressure of Products after installation, must have been carried out in accordance with applicable building, mechanical and electrical codes and industry accepted guidelines; (iii) installation of *Products* must have been carried out by a registered and licensed installer; (iv) Products must not be damaged during or after installation from freezing, improper backfill or grouting, or any other circumstances beyond the control of REHAU; (v) Products must not be damaged by tear, break or other stress due to concrete stress cracks or any other external forces; (vi) Products must not be subjected to damage or wear caused by abnormal operating conditions, accident, abuse, misuse, unauthorized alteration or repair; (vii) Products must not be

exposed to ultraviolet light beyond the published UV exposure limits; (viii) *Products* must not be exposed to temperature and/or pressure conditions beyond those expressly permitted in *REHAU Technical Guidelines*; (ix) *Products* must not be exposed to harmful chemicals, aggressive or corrosive water conditions or any external influences that cause damage to the *Products*; (x) *Products* must be stored in a clean, dry environment; and (xi) *Products* must be installed for their intended use and in the applications defined by the applicable *REHAU Technical Guidelines*, (xii) *Pipes* in permitted *Elevated Temperature Applications* must have the operating temperature conditions verified according to the *REHAU Technical Guidelines*.

This Limited Warranty may be assigned only by the original owner of the applicable real property and may not be assigned or transferred after the period ending ten (10) years following the Commencement Date.

THE LIMITED WARRANTY HEREIN PROVIDED IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED ON THE PART OF REHAU. REHAU DISCLAIMS ANY WARRANTY, EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

In order to make a claim under this Limited Warranty, REHAU must be informed immediately and no later than thirty (30) days after the occurrence of an event giving rise to a breach of the Limited Warranty and while the damaged portion of the project is still open for inspection to enable REHAU to determine whether REHAU has any liability for the defective *Product*. If this notice is not given, and inspection is not possible, then this Limited Warranty is void. Additionally, in order for this Limited Warranty to be valid, at the request of REHAU, a claimant will provide a sample of the allegedly defective product to REHAU for examination.

If a *Product* is defective, REHAU's liability shall be limited, at REHAU's option, to replacing or repairing the defective *Product* in question or providing a refund of the defective *Product's* purchase price. REHAU will not be liable for any costs of labor, removal, reinstallation, transportation, or any other charges which may arise in connection with a warranty claim. THE SOLE AND EXCLUSIVE REMEDY PURSUANT TO ANY CLAIM OF ANY KIND, INCLUDING BUT NOT LIMITED TO A CLAIM IN CONTRACT, NEGLIGENCE OR STRICT LIABILITY, AGAINST REHAU OR ANY OF REHAU'S AFFILIATES, SHALL BE LIMITED TO THE LIMITED LIABILITY OF REHAU DESCRIBED IN THIS PARAGRAPH. REHAU SHALL NOT BE HELD RESPONSIBLE FOR DAMAGE TO PERSON OR PROPERTY, INCIDENTAL OR CONSEQUENTIAL LOSS, LOSS OF PROFIT, LOSSES ON GOODS IN STORE OR THE LIKE, IRRESPECTIVE OF THE CAUSE. SOME STATES AND PROVINCES DO NOT ALLOW THE EXCLU-SION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES AND SOME STATES AND PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG IMPLIED WARRANTIES MAY LAST. THEREFORE, THE LIMITATIONS OR EXCLUSIONS ABOVE MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS WHICH VARY BY STATE OR PROVINCE.

Any action for breach of warranty must be commenced within one (1) year of the date of the breach of warranty, unless such limitation is barred by law. This limited warranty applies to the United States and Canada, other than the Province of Québec.

Definitions

For purposes of this Limited Warranty, the following definitions shall apply:

- Insulation Cover: Thermal insulation and/or outer casing surrounding Pipe
- Pipe: REHAU crosslinked polyethylene (PEXa) pipe
- *Product(s): Insulation Cover, Pipe* referenced individually or collectively
- REHAU Technical Guidelines: The most current and applicable versions of all the technical literature available on the REHAU North America website at na.rehau.com/resourcecenter, including but not limited to technical manuals, installation guides, technical bulletins, submittals and REHAU Academy training presentations

For updates to this publication, visit **na.rehau.com/resourcecenter**

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