



## VANGUARD LIMITED WARRANTY CANPEX™, CANPEX™ Ultra and CANPEX™ Oxygen Barrier PEX Tubing

Subject to the conditions in this Limited Warranty, VANGUARD PIPE & FITTINGS LTD. (VPFL) warrants to licensed plumbers who purchase and properly install in a hot and cold potable water distribution systems its CANPEX, CANPEX Ultra cross linked polyethylene pipe and tubing (PEX) with F1807 crimp insert fittings, or CANPEX Oxygen Barrier PEX in a certified design radiant heating system, meeting the specifications of CSA B137.5 and ASTM F876/877 as certified by a recognized third party, that the pipe or tubing and insert fittings (ASTM F1807) under normal conditions of use, will be free from failure caused by manufacturing defects for a period of twenty five (25) years from date of installation.

Under this warranty, you only have a right to reimbursement if the failure or leak resulted from a manufacturing defect in the products covered by this warranty and occurred during the warranty period. You do not have a remedy or right of reimbursement under this warranty and this warranty does not apply if the failure or any resulting damage is caused by: (1) components in the plumbing systems other than those manufactured by VPFL; (2) not designing, installing, inspecting or testing the systems in accordance with VPFL installation instructions at the time of the installation, applicable code requirements or provided guidelines such as the Radiant Panel Association, and good plumbing practices; (3) improper design of the system; (4) exposure to unauthorized antifreeze, rust inhibitor or other treatment fluids or concrete additives or by failure to provide recommended water temperature levels or other misuse or abuse of the tubing; (5) damage caused to the product prior to, during, or after installation, inadequate freeze protection, exposure to water pressures or temperatures in excess of the limitations on the pipe or tubing, or exposure to unauthorized solvents or chemicals; and (6) natural disasters such as fire, flood, wind, ground movement, or lightning.

In the event of a leak or other failure in the system, it is the responsibility of the property owner to contract and pay for the repairs. Only if the warranty applies will VPFL be responsible for reimbursement under this warranty. The part or parts that you claim failed should be kept and VPFL contacted in writing to the address below within thirty days (30) after the leak or failure 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 which you wish to be reimbursed. Within a reasonable time after notification, VPFL will investigate the reasons for the failure, which includes the right to inspect the product at VPFL and reasonable access to the site of the damage in order to determine if the warranty applies. VPFL will notify you in writing of the results of its review.

In the event that VPFL determines that the failure or leak and any resulting damages were the result of a manufacturing defect in the products covered by this warranty, VPFL will reimburse the property owner for reasonable repair or replacement charges to include drywall and painting or plastering costs, as well as damages to personal property resulting from the failure or leak. VPFL 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 THE MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Other than this limited warranty, VPFL does not authorize any person or firm to create for it any other obligation or liability in connection with any warranty extended by them to builders or owners of site built construction.