

NIBCO Limited Warranty

NIBCO INC. warrants that when NIBCO® PEX tube is used with NIBCO® PEX fittings, and NIBCO® valves and installation accessories, they will, under normal conditions, use and service in potable water and radiant heat systems, be free from defects in materials and workmanship for a period of twenty-five (25) years from the date of purchase when installed by a licensed professional contractor. This 25-year warranty is voided if any non-NIBCO products are used in the PEX system. NIBCO INC. warrants NIBCO® PEX tube, when used under normal conditions, use and service in potable water and radiant heat systems with brass insert fittings meeting NSF/ANSI 61, ASTM F 1807 and ASTM F 877 to be free from defects in materials and workmanship for a period of ten (10) years from the date of purchase. NIBCO INC. warrants NIBCO® PEX fittings, manifolds, transition fittings and valves under normal conditions, use and service in potable water and radiant heat systems, to be free from defects in materials and workmanship for a period of ten (10) years from the date of purchase. NIBCO INC. warrants NIBCO® associated hardware and tools for a period of 90 days from the date of purchase. In the event any defect occurs which the owner believes is covered by this Warranty, the owner should immediately contact NIBCO INC., Technical Services, either in writing or by telephone call, (888) 446-4226 or (574) 295-3000. The owner will be instructed to return said tube, fittings or accessories, at the owner's expense, to NIBCO INC. or an authorized NIBCO INC. representative for inspection. In the event said inspection discloses to NIBCO INC.'s satisfaction that said tube, fitting or accessory is defective, a replacement shall be mailed free of charge to the owner. **IN ORDER FOR THIS LIMITED WARRANTY TO APPLY, THE ABOVE REFERENCED PRODUCTS MUST BE INSTALLED BY A LICENSED PROFESSIONAL PLUMBER IN ACCORDANCE WITH NIBCO INSTALLATION INSTRUCTIONS AND IN COMPLIANCE WITH ALL APPLICABLE CODE REQUIREMENTS. FAILURE TO DO SO WILL VOID ALL APPLICABLE WARRANTIES.** This warranty does not apply and you do not have a right of reimbursement if the failure or resulting damage is caused by:

- 1) breaks, tearing, kinking, gouges, punctures or other external damages before, during, or after installation;
- 2) exposure to temperatures and pressures beyond the product ratings as specified on the product or in the NIBCO installation manual;
- 3) exposure to damaging chemicals, substances or corrosive water conditions;
- 4) damage from abnormal operating conditions;
- 5) damage due to accident, abuse, misuse, or unauthorized modification or repair;
- 6) improper installation due to worn, damaged, unauthorized or improperly calibrated tools;
- 7) components in the plumbing system other than those manufactured or sold by NIBCO;
- 8) not designing, installing, inspecting or testing the system in accordance with NIBCO installation instructions at the time of the installation; or
- 9) failure to follow applicable code requirements and good plumbing practices.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY SPECIFICALLY EXCLUDES INCIDENTAL AND CONSEQUENTIAL DAMAGES OF EVERY TYPE AND DESCRIPTION RESULTING FROM ANY CLAIMED DEFECT IN MATERIAL OR WORKMANSHIP, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURIES AND PROPERTY DAMAGES. Some states do not allow the exclusion or limitations of incidental or consequential damages, so these limitations may not apply to you. **TO THE EXTENT PERMITTED BY LAW, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED IN DURATION.** This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.