

# LIMITED WARRANTY

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## SHARKBITE® CONNECTION SYSTEM



A. Cash Acme, the Company, warrants the following products - SharkBite® PEX Tubing, SharkBite® Push-Fit Fittings, SharkBite® Brass PEX Barbed Fittings, SharkBite® Copper PEX Manifolds and other SharkBite® Accessories - to be free of defects in material and workmanship for the time periods shown below and when used and installed in accordance with the requirements set forth below.

1. SharkBite® PEX Tubing cross-linked polyethylene (non-barrier & barrier PEX) pipe for a period of twenty-five (25) years from the date of manufacture.
2. SharkBite® Push-Fit Fittings brass push fit fitting for a period of twenty-five (25) years from the date of manufacture.
3. SharkBite® Brass PEX Barbed-Fittings and SharkBite® Copper PEX Manifolds for a period of sixty (60) months from the date of manufacture.
4. All other valves and accessories sold under Cash Acme's brand names of the SharkBite® PEX and / or SharkBite® Connection System for a period of twenty-four (24) months from the date of manufacture.

SharkBite products shall be installed in accordance with all applicable plumbing, heating and mechanical codes and in accordance with any local, state or federal requirements.

Cash Acme's obligation will be to repair or replace, at its discretion, any of the products covered under this limited warranty when the materials used to produce the product or the workmanship of the manufacturing process are proven to be defective.

B. In the event of a system malfunction or leak caused by defective warranted products (and not by improper installation or usage, incorrect handling procedures or by jobsite or installation damage), a reasonable pre-approved amount will be allowed for repair materials and repair labor. In the event of a leak occurring in the factory manifold, please contact Cash Acme. Note that Cash Acme limits its warranty to its tubing, valves and accessories, fittings and manifolds. Cash Acme does not warrant the connection. The integrity of the connection is the sole responsibility of the installer.

C. To qualify for a warranty remedy under paragraph B, you must contact Cash Acme in advance and receive written authorization for this remedy from an authorized Cash Acme representative. Cash Acme will not consider expenses for repair materials, labor and / or freight unless authorized in advance and in writing.

D. To qualify for the warranty described above, you must:

1. Use construction techniques in compliance with applicable plumbing, heating and mechanical codes to install our products, as specified in our current design and installation guidelines and technical notes. This shall include field pressure testing prior to concealing with concrete or by other means.
2. Install and use Cash Acme's SharkBite® PEX Tubing and Cash Acme's SharkBite® Connection System products according to all guidelines and manuals published by Cash Acme. It is expressly understood that failure as a result of any freezing fluids within the pipes does not constitute a defect in material or workmanship and shall not be covered by this warranty.
3. Install and use Cash Acme SharkBite® PEX Tubing and Cash Acme SharkBite® Connection System products in a system that will not operate at temperatures or at pressures that exceed the printed rating on the tubing.
4. Install and use all warranted Cash Acme SharkBite® product in compliance with any applicable local building, plumbing and mechanical codes.

E. Evidence of tampering, mishandling, neglect, accidental damage, freeze damage or unauthorized repairs that cause damage to Cash Acme's SharkBite® warranted products void any warranty coverage of those particular products. The terms of this warranty specifically exclude all field connections. Cash Acme, in its sole discretion, can decide whether the warranty will be honored or is void.

F. Although Cash Acme provides a plumbing system to facilitate a complete installation; other manufacturer's tubing and/or fittings may be installed in any given installation provided manufacturing of the tubing and/or fittings demonstrates compliance with the applicable ASTM standards, and the product has been certified by a recognized third-party testing agency. The Cash Acme product in the given installation will continue to be covered under this warranty. NOTE: Cash Acme will be responsible only for proven defects in material or workmanship in Cash Acme products. Problems in products manufactured by another company should be reported to that manufacturer.

G. Disclaimer of Warranty. THE EXPRESS WARRANTY SET FORTH HEREIN IS THE ONLY WARRANTY GIVEN BY CASH ACME WITH RESPECT TO THE PRODUCTS LISTED IN PARAGRAPH A. CASH ACME MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND HEREBY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## LIMITED WARRANTY SHARKBITE® CONNECTION SYSTEM (continued)

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H. Limitation of Remedy and Liability. The remedy described above shall constitute the sole and exclusive remedy for breach of warranty, and, apart from that remedy, Cash Acme shall not be responsible for any incidental, special or consequential damages, including without limitation, lost profits or the cost of repairing or replacing other property which is damaged if these warranted products do not work properly, other costs resulting from labor charges, delays, vandalism, negligence, fouling caused by foreign material, damage from adverse water conditions, adverse chemical environments, or any other circumstances over which Cash Acme has no control. This limitation applies even if Cash Acme could have foreseen or has been advised of the possibility of these damages. This warranty shall be invalidated by any abuse, misuse, misapplication or improper installation of the product. Proof of purchase is required to validate the warranty period.

Some states do not allow limitations on how long an implied warranty lasts, and some states do not allow the exclusion or limitation of incidental or consequential damages. Therefore, the above limitations may not apply to you. This Limited Warranty gives you specific legal rights, and you may have other rights that vary from state to state. You should consult applicable state laws to determine your rights. **SO FAR AS IS CONSISTENT WITH APPLICABLE STATE LAW, ANY IMPLIED WARRANTIES THAT MAY NOT BE DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO ONE YEAR FROM THE DATE OF ORIGINAL SHIPMENT BASED ON PROOF OF PURCHASE, OR, IF NOT AVAILABLE, FROM THE DATE OF MANUFACTURE.**

I. RETURNED GOODS - CREDIT: No products shall be returned without authorization. Any credit issued will be at the price originally invoiced, less handling charges, based on the costs of reconditioning, boxing, etc. Obsolete or made to special order products are not returnable.

NOTE: Prices and terms are subject to change without notice and supersede all previous quotations. Cash Acme reserves the right to change or modify product design or construction without prior notice and without incurring any obligation to make such changes and modifications on products previously sold.



**OVERBUILT IS AN UNDERSTATEMENT.™**

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