

ZURN PEX® PLUMBING AND RADIANT HEATING SYSTEMS FIRE PROTECTION SYSTEMS - PROFESSIONAL INSTALLATION LIMITED WARRANTY

Subject to the terms and conditions of this Limited Warranty, and relating to Zurn PEX Plumbing and Radiant Heating and Fire Protection Systems, Zurn PEX, Inc. warrants only to the owner of the real property when installed by licensed professional contractors or authorized distributors who purchase and properly install in a potable plumbing system and/or radiant heating system and/or fire protection system its:

1. Zurn PEX Non-Barrier and Performa® Barrier cross-linked polyethylene tubing (PEX) and Zurn PEX CR poly insert fittings, and Zurn PEX XL brass insert fittings, and Zurn PEX copper crimp rings when installed as a system with Zurn PEX Non-Barrier and Barrier cross-linked polyethylene tubing (PEX), for a period of twenty-five (25) years, and
2. Zurn PEX Non-Barrier and Performa Barrier cross-linked polyethylene tubing (PEX) and Zurn PEX CR poly insert fittings, and Zurn PEX XL brass insert fittings, and Zurn PEX QuickClamp™ crimp rings when installed as a system with Zurn PEX Non-Barrier and Barrier cross-linked polyethylene tubing (PEX), for a period of twenty-five (25) years, and
3. Zurn PEX Non-Barrier cross-linked polyethylene tubing (PEX) and Zurn Z-Bite™ Fittings when installed as a system with Zurn PEX Non-Barrier cross-linked polyethylene (PEX) tubing, for a period of twenty-five (25) years, and
4. Zurn PEX hyPE-RTube PE-RT tube for a period of twenty-five (25) years, and
5. Zurn PEX Non-Barrier and Performa Barrier cross-linked polyethylene tubing (PEX) and Zurn PEX XL brass insert fittings, and Zurn PEX CR poly insert fittings, and stainless steel clamps when installed as a system with Zurn PEX Non-Barrier and Barrier cross-linked polyethylene tubing (PEX), for a period of fifteen (15) years, and
6. Zurn Z-Bite fittings when installed with copper tube meeting ASTM B88 or CPVC tube meeting ASTM D2846 or PEX tube meeting ASTM F876 from another manufacturer for a period of five (5) years, and
7. Zurn PEX Performa Barrier cross-linked polyethylene tubing (PEX), for a period of thirty (30) years, and
8. Zurn PEX Alumicor® PEX-AL-PEX (cross-linked polyethylene-aluminum-crosslinked- polyethylene) tubing for a period of twenty-five (25) years, and
9. Zurn PEX Non-Barrier and Barrier cross-linked polyethylene tubing (PEX) for a period of twenty-five (25) years, and
10. Zurn PEX XL brass insert, and Zurn PEX CR poly insert fittings when not installed with Zurn PEX Non-Barrier and Barrier cross-linked polyethylene tubing (PEX) and installed with PEX tubing that meets the ASTM F876 requirements for a period of five (5) years, and
11. QuickClamp crimp rings when not installed with Zurn PEX Non-Barrier and Barrier cross-linked polyethylene tubing (PEX) and installed with PEX tubing that meets the ASTM F876 requirements, for a period of five (5) years, and
12. Zurn PEX Alumicor PEX-AL-PEX brass compression fittings when used with another manufacturer's tubing that meets the requirements of ASTM F1281 for a period of ten (10) years, and
13. QuickPort® plumbing manifolds, under normal conditions of use, for a period of ten (10) years, and
14. Zurn PEX riser tubes and supplies, if installed properly, for a period of one (1) year from the date of installation, and
15. The associated hardware and accessories, including manifolds, distribution headers, valves, electrical controls, and miscellaneous fittings, for a period of two (2) years from the date of installation, and
16. Zurn PEX Crimp Tools, if properly used under normal conditions, for a period of six (6) months from date of purchase.

In order for this Limited Warranty to apply, the above referenced products must be installed by a licensed professional meeting all applicable code requirements and good plumbing practices.

FAILURE TO INSTALL ZURN PEX PRODUCTS ACCORDING TO MANUFACTURER'S INSTRUCTIONS WILL VOID ALL APPLICABLE WARRANTIES AND MAY RESULT IN SEVERE WATER DAMAGE. Under this warranty, you only have a right reimbursement if the alleged failure is determined to be a direct result of the product(s) as covered in this warranty and occurred during the warranty period. This warranty does not apply and you do not have a right of reimbursement if the failure or resulting damage is caused by:

- I. freezing during or after the installation or inadequate freeze protection;
- II. damage due to tear, breaks, or other external damages before, during or after installation;
- III. components not manufactured or sold by Zurn PEX, Inc.;
- IV. exposure to temperatures and pressures beyond the specified range for Zurn PEX products as specified on the product in the Zurn PEX Design Manual and Installation Guide;
- V. any form of corrosion;
- VI. exposure to ultraviolet light;
- VII. damage or wear from abnormal operating conditions, accident, abuse, misuse, or unauthorized alterations or repair or damage attributable to water discharged as part of a system's normal operating process;
- VIII. exposure to harmful, unauthorized, or unanticipated chemicals or substances;
- IX. failure to install, inspect, or test Zurn PEX Fire Protection Systems in accordance with applicable code requirements, Zurn PEX Residential Fire Protection Systems Installation Guide instructions at the time of installation, and accepted industry practices including, but not limited to, NFPA13D.
- X. malfunction or otherwise improper function of sprinkler(s) installed with a Zurn PEX Fire Protection System, which are not manufactured by Zurn PEX, Inc.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR OBLIGATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ZURN PEX DOES NOT GUARANTEE OR IN ANY WAY WARRANT THE INSTALLATION OF ZURN PEX PRODUCTS DUE TO THE WIDE VARIANCE IN INSTALLATION PRACTICES AND OTHER CONDITIONS BEYOND OUR CONTROL. IN NO EVENT SHALL ZURN PEX, INC. BE LIABLE IN TORT OR CONTRACT OR UNDER ANY OTHER LEGAL OR EQUITABLE THEORY OF LAW FOR ANY INCIDENTAL SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

If you believe that a product fails to meet the above Limited Warranty, you should notify us in writing within 30 days of an alleged failure and prior to expiration of the applicable warranty period set forth above, at the following address:

Zurn PEX, Inc.
116 Maple Street
Commerce, TX 75428
Attention: Product Claims

Notification should include a description of the product, the failed part, model number (if available), date of purchase and/or date of installation, and how the product fails to meet the above warranty. Upon receipt of a written claim under this Limited Warranty and evidence/identification of the date of manufacture of product, and after inspection by an authorized Zurn PEX representative and determination of a manufacturing defect, Zurn PEX, Inc. will reimburse the property owner for reasonable repair or replacement charges, to include drywall and painting as well as damages to real property and the premises within which the product is installed, resulting from the failure or leak. At our option, and in our sole discretion, we will either repair or replace the product with a Zurn PEX product of the same or similar type, size, and like quantity. THESE REMEDIES ARE THE EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY. UNDER NO CIRCUMSTANCES WILL ZURN PEX, INC. BE LIABLE FOR ANY OTHER INJURY, LOSS, DAMAGE OR EXPENSE WHETHER DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE; INCLUDING BUT NOT LIMITED TO LOSS OF USE, INCOME, PROFIT, PRODUCTION OR INCREASED COST OF OPERATION, SPOILAGE OR DAMAGE TO MATERIAL, OR CHANGE OUT COSTS. In order to qualify for a labor allowance to repair or replace defective material, you must contact Zurn PEX in advance and receive written authorization for this allowance. Except as specified above, we will not pay any costs (labor or otherwise) associated with removing previously installed product(s), installing replacement product(s) or return of a product. If, as determined by Zurn PEX, Inc. in its sole discretion, that repair or replacement of the product is not commercially practicable, or cannot be completed in a timely manner, we may refund the ultimate purchase price paid for the product upon verification by providing a copy of your purchase order, invoice, receipt, or bill of sale. No action on the part of Zurn PEX, Inc. under this warranty shall be construed as an admission of liability or that the product is not fit for its intended use.

ZURN TERMS AND CONDITIONS

PRICE AND TERMS OF PAYMENT

Terms are net, payable 30 days from date of invoice. All pricing in U.S. currency. The Buyer shall pay all sales, consumers, or other applicable taxes. A 1-1/2% monthly (18% annual) service charge will be added to the outstanding balance of all past due invoices.

Minimum invoice \$100.00. Zurn Industries, LLC ("Zurn") reserves the right to apply a minimum order charge in order to meet the \$100.00 minimum invoice requirement. All orders are subject to credit approval by the Zurn Credit Department prior to the acceptance of an order. Orders may be refused, delivery may be withheld, or shipment stopped in transit without any liability on Zurn's part at Zurn's sole discretion based upon Buyer's credit worthiness as determined by Zurn.

FREIGHT

Zurn is pleased to provide an industry-leading \$3,500 combined freight rate. Please see below for specific policy details.

All sales are F.O.B. seller's location. Zurn will allow full freight allowance when any of the following conditions are met: 1) any combination of Specification Drainage, Light Commercial, Commercial Brass or Wilkins orders of \$3,500 or more; 2) Linear Drainage and Chemical Drainage orders of \$5,000 or more; 3) any Combination of Specification Drainage, Light Commercial, Commercial Brass, Wilkins, Linear Drainage and Chemical Drainage orders of \$5,000 or more; 4) Zurn One Systems orders of \$7,500 or more; 5) fixture only orders totaling \$10,000 or more. This full freight allowance applies when the shipment is within the continental United States and has a single destination of a buyer's standard address or job location. Routing of shipment shall be determined at the sole direction of Zurn. Shipping dates are estimates and time of delivery shall not be of the essence of this sale contract. Under no circumstances will the Seller have any responsibility on account of any delays in manufacture, transportation, or otherwise. Terms of Export Shipment on application.

NOTE: Any product dimension larger than 92" or any single item weighing more than 3,500 lbs., shall be defined as an oversized and/or overweight product and Zurn's standard FFA terms may not apply. Please contact our customer service department for guidance on potential additional shipping charges.

These charges and restrictions apply in addition to Zurn standard terms and conditions for sale unless otherwise agreed upon by the parties.

LIMITED WARRANTY

Zurn goods sold hereunder are warranted to be free from defects in material and factory workmanship for the period of time from the date of purchase: AquaVantage® Flush Valves, AquaFlush® Flush Valves, Commercial Fixtures, Faucets, Showers, and Tubular Brass three years; Chemical Drainage, Linear Drainage, Light Commercial, Specification Drainage, Zurn Wilkins, and Flush Valve and Tubular Brass decorative finishes one year, PHIX® Cartridge ten years, FOG-ceptor™ thirty years. Where permitted by law, **THE IMPLIED WARRANTY OF MERCHANTABILITY IS LIMITED TO THE ABOVE IDENTIFIED PERIOD OF TIME AND SHALL BE LIMITED SOLELY TO THE REPLACEMENT OF THE DEFECTIVE GOODS.** A damaged/broken test cock or ball valve is not considered defective. Please contact Zurn Customer Care for assistance.

Zurn will replace goods at no cost that prove defective provided Zurn is notified in writing of such defect and the goods are returned prepaid at the specified Zurn location with evidence that they have been properly maintained and used in accordance with instructions. **ZURN SHALL NOT BE RESPONSIBLE FOR ANY LABOR CHARGES OR ANY LOSS, INJURY, OR DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES.** The sole and exclusive remedy shall be limited to the replacement of the defective goods. Before installation and use, the purchaser shall determine the suitability of the product for his intended use and the purchaser assumes all risk and liability whatever in the connection therewith. All weights stated in Zurn catalogs and lists are approximate and are not guaranteed.

RETURNED GOODS

Standard cataloged material may be returned only with written permission of Zurn. Returned goods are subject to a 25% restocking charge of total saleable material returned, plus cost of reconditioning, if necessary, to make material sellable. Transportation charges are the responsibility of the Buyer. Credit allowance will be in the form of merchandise credit only – not cash credit. The value of the return must total at least \$100.00 to qualify for credit allowance. No credit will be allowed for parts unless originally ordered and invoiced as parts. No credit will be allowed for discontinued or made-to-order items. Items that have been specially made are not subject to return or cancellation except by special negotiation. Material must be returned within one year of invoice date for credit to be issued for Chemical Drainage, Linear Drainage, and Light Commercial. Material must be returned within two years of invoice date for credit to be issued for Commercial Fixtures, Flush Valve Products, Specification Drainage, Tubular Brass, and Zurn Wilkins. No credit is allowed for Linear Drainage products that have been cut and Specification Drainage product with auxiliary tappings. Flush Valve material over two years old will be subject to a 50% handling charge. Flush Valve material over five years old will not be accepted. Light Commercial and Specification Drainage galvanized material will be credited at value of Dura-Coated cast iron, and chrome plated at value of bronze. Zurn Wilkins damaged/broken test cocks or ball valves are not considered defective.

ILLUSTRATIONS OF TYPICAL INSTALLATIONS

The typical installations for various products found in each product section are intended to illustrate the products and potential options for the use of these products. Under no circumstances are they to be construed as recommended installation procedures. Consult local codes and project specifications for proper installation instructions.

SHORTAGE/DAMAGE CLAIMS

Notification of material shortages or incorrect filling of orders must be made to Zurn within 10 days of receipt. No claims over three months old will be honored. Buyer agrees to make all complaints for damage in transit or "short count" directly to the carrier; before the contents are unloaded have the carrier agent's acknowledgment of such damage noted on the bill of lading and to present to the carrier its agent's acknowledgment of such damaged material with formal claim covering said damage.

GENERAL

Zurn reserves the right to make changes in design or equipment of any item or product without incurring any obligation on previously sold items, and to discontinue items at any time, without notice. Possession of this Catalog or other sales literature is not to be construed as an offer to sell. All orders are subject to acceptance by Zurn. Catalog printed in U.S.A.

Zurn flush valves are designed to comply with Army Corp of Engineers and Naval guide specifications, Military Specification MIL.V.29193 and Federal Specification WWP541.

Zurn flush valves comply with the following standards: ASME A112.18.1/CSA B125.1, A112.19.5, A112.19.2, A112.19.6, ASSE 1037 and 101 are listed by the following agencies: Canadian Standards, IAPMO/UPC/CUPC, and CSA 125.3. Zurn flush valves are manufactured from dezincification resistant alloys. For additional compliances, contact Zurn Industries, LLC, Commercial Brass Operation, or 1-800-997-3876.

Zurn is not responsible for typographical errors. The contents of this guide are subject to revision without notice.

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