



UPONOR LTD. LIMITED WARRANTY

This Limited Warranty is Effective for installations and deliveries Made After July 1, 2023

Scope

Subject to the terms and conditions of this Limited Warranty ("Limited Warranty"), Uponor Ltd. ("Uponor") warrants to the owner of the applicable real property in Canada that the Uponor AquaPort™ ("Product") shall be free from defects in material and workmanship, under normal conditions of use and normal operating conditions.

Term

This Limited Warranty shall commence on the date the Product was installed or delivered to the end user for installation, whichever is earlier. The term for the products listed in the Product Category column below will be in effect for the number of years shown in the Term of Warranty column below:

Product Category	Term of Warranty
Stationary Parts	10 years
Moving Parts	2 years

Claim Process and Remedies

In order to file a claim under the terms of this Limited Warranty, a claimant must send written notification to Uponor that the Product may be defective within 30 days of the suspected failure or defect and within the applicable warranty period via surface mail or follow the procedure outlined at the link shown below:

Surface Mail	Link to Claim Procedure
Uponor Ltd. Attn: Warranty Claims Dept. 6510 Kennedy Road Mississauga, Ontario L5T 2X4 Canada	https://www.uponor.com/en-ca/customer-support/warranty-claims

Uponor reserves the right to require as a condition of this Limited Warranty that the Product, or a component thereof, be sent to Uponor for inspection and testing for determination of the cause of the alleged failure or defect.

Exclusive Remedies

If Uponor determines that the Product has failed or is defective within the scope of this Limited Warranty, Uponor's liability is limited, at the option of Uponor, to: issue a refund of the purchase price paid for the Product, or to repair or replace the component of the Product which has failed or is defective. Further, during the first two (2) years of the warranty period, Uponor will also provide, free of charge, all labour we determine necessary to replace the failed or defective component part.

Conditions and Exclusions

In order for the Limited Warranty to be in effect, the product must be:

- Installed in accordance with the installation instructions provided by Uponor;
- Not exposed to temperatures and/or pressures that exceed the limitations found on specifications for the Uponor product;
- In their originally installed location;
- Installed in an end-use environment as intended for the product; and
- Installed and used in accordance with then-applicable building, mechanical, plumbing, electrical, or other applicable code requirements

In addition to the conditions above, the Limited Warranty does not apply when product failure or resulting damages are caused by:

- Exposure to temperatures and/or pressures that exceed the limitations for the product;
- Faulty installation;
- Failure to maintain;
- Misuse, tampering, mishandling, neglect, or accidental damage;
- External and internal physical or chemical conditions;
- Corrosion, ice formation, freezing, thermal shock, fouling or scaling;
- Abnormal water or operating conditions; or
- Modifications or repair unless previously approved in writing by an authorized Uponor representative

Limited Warranty Claim Dispute Process:

In the event claimant and Uponor are unable to resolve a claim through informal means, the parties shall submit the dispute to the ADR Institute of Canada or its successor for arbitration, and any arbitration proceedings shall be conducted before a single arbitrator in Toronto, Ontario. The language of Arbitration shall be English. For products sold in the province of Quebec, the Seat of the Arbitration shall be Toronto or Montreal, and the language shall be English or French.

NOTWITHSTANDING THE FOREGOING, NEITHER THE CLAIMANT NOR UPONOR SHALL BE ENTITLED TO ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS, AND NEITHER THE CLAIMANT NOR UPONOR SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS WITH ANY OTHER PARTIES IN ARBITRATION. NO LITIGATION SHALL BE COMMENCED IN ANY FORM WITH RESPECT TO UPONOR'S PRODUCTS EXCEPT AS DESCRIBED ABOVE.

To the extent that the claimant is not otherwise bound to commence any claim against Uponor in arbitration as set forth elsewhere in this Limited Warranty, whether because of consumer legislation or otherwise, the claimant accepts the terms and conditions of the Warranty Claim Dispute Process and the Limited Warranty, including terms concerning arbitration and choice of laws, by initiating dispute resolution, arbitration or litigation which in whole or in part references or relies upon the warranties and conditions set forth in this Limited Warranty. By so invoking the terms of this Limited Warranty in whole or in part, the claimant agrees to stay any dispute resolution, arbitration or litigation in favour of arbitration as set forth in the Warranty Claim Dispute Process section of this Limited Warranty.

Miscellaneous

By the mutual agreement of the parties, it is expressly agreed that this Limited Warranty and any claims arising from breach of contract, breach of warranty, tort, or any other claim arising from the sale or use of Uponor's products shall be governed and construed under the laws of the Province or Territory where the loss occurred. It is expressly understood that authorized Uponor sales representatives, distributors, and plumbing professionals have no express or implied authority to bind Uponor to any agreement or warranty of any kind without the express written consent of Uponor.

THIS LIMITED WARRANTY IS THE FULL EXTENT OF EXPRESS WARRANTIES PROVIDED BY UPONOR, AND UPONOR HEREBY DISCLAIMS ANY WARRANTY NOT EXPRESSLY PROVIDED HEREIN, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCTS COVERED HEREUNDER. UPONOR FURTHER DISCLAIMS ANY STATUTORY OR IMPLIED WARRANTY OF HABITABILITY. WHERE THIS DISCLAIMER OR ANY PORTION OF IT IS NOT VALID AT LAW, THOSE INVALID PORTIONS MAY BE SEVERED FROM THE REST OF THIS LIMITED WARRANTY.

EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS LIMITED WARRANTY, UPONOR FURTHER DISCLAIMS ANY RESPONSIBILITY FOR LOSSES, EXPENSES, INCONVENIENCES, AND SPECIAL, INDIRECT, SECONDARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OR RESULTING IN ANY MANNER FROM THE PRODUCTS COVERED HEREUNDER. WHERE PROVINCIAL OR TERRITORIAL LAW DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

FOR GREATER CLARITY, UPONOR DISCLAIMS ANY AND ALL LIABILITY FOR LOST PROFITS, WHETHER THEY CONSTITUTE DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN WHERE THEY WOULD OTHERWISE BE COVERED BY SOME TERM OF THIS WARRANTY.

This Limited Warranty gives you specific legal rights. You may also have other rights in accordance with Provincial or Territorial legislation. Likewise, some of the limitations in this Limited Warranty may not apply in certain Provinces or Territories. The terms of this Limited Warranty will apply to the extent permitted by applicable law. For a full description of your legal rights you should refer to the laws applicable in your jurisdiction and you may wish to contact a relevant consumer advisory service. Should there be any inconsistency or conflict between the English and French versions of this Limited Warranty, the English version shall prevail.

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The logo for Uponor, featuring the word "Uponor" in a bold, lowercase, sans-serif font.

uponor.com