



UPONOR, LTD. LIMITED WARRANTY

Subject to the terms and conditions of this Limited Warranty (this "Limited Warranty"), Uponor, Ltd. ("Uponor") warrants to the owner of the applicable real property in Canada that the Uponor products listed below shall be free from defects in material and workmanship, under normal conditions of use when installed as part of the applications listed below.

This Limited Warranty is Effective for Installations Made After November 1, 2022.

Scope

The scope of this Limited Warranty is specific to the Smatrix Pulse Product and System, which include a wireless smart controller, wireless thermostats and devices, and expansion kits. The term of this Limited Warranty begins on the Commencement Date, defined as the date when the building or facility wherein the applicable Uponor products are installed is ready for occupancy or its intended use. 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 Limited Warranty column below:

Product Name	Model	Term of Limited Warranty
Smatrix Pulse Controller with Communication Module	X-265 R-208	2 years
Smatrix Pulse Mini Sensor	T-161	2 years
Smatrix Pulse Digital Thermostat	T-169	2 years
Smatrix Pulse Relay Module	M-263	2 years
Smatrix Pulse Controller with Antenna	X-265 A-265	2 years
Smatrix Pulse Expansion Module	M-262	2 years

After the Date of Installation, but prior to the Commencement Date, this Limited Warranty is in effect providing that all Conditions and Exclusions have been met.

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 a 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 Department 6510 Kennedy Road Mississauga, Ontario L5T 2X4 Canada	https://www.uponor.com/en-ca/customer-support/warranty-claims

All products alleged to be defective must 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 a product identified above 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, or to repair or replace the defective product.

Uponor shall not, under any circumstances, pay for any other additional costs or expenses, including but not limited to, lost profits and revenue, transportation, relocation, labor, repairs or any other unapproved work associated with removing and/or returning failed or defective products, installing replacement products, damage to personal property or damage resulting from mold.

Conditions and Exclusions

In order for the Limited Warranty to be in effect, the applicable Uponor products must be:

- Installed in accordance with the installation instructions provided by Uponor and by a professional service provider or contractor recognized by Uponor;
- In their originally installed location;
- Installed in an end-use environment as intended for the product; and
- Installed in accordance with then-applicable building, mechanical, 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:

- Faulty installation;
- Abuse or misuse;
- Handling, storage, testing, or use not in accordance with Uponor's applicable user guide;
- Tampering or accidental damage;
- Components not manufactured or sold by Uponor are used with the product;
- Exposure to ultra violet light;
- Breakdowns, fluctuations, or interruptions in electric power or the telecommunications network;
- Acts of God (superior force), including but not limited to lightning, flood, tornado, earthquake, or hurricane;
- Abnormal operating conditions; or
- Modifications or repair unless previously approved in writing by an authorized Uponor representative

If replacement product is provided to a claimant under this Limited Warranty, the Term of Limited Warranty for the replacement product shall run from the initial Commencement Date of the product which was replaced.

Warranty Claim Dispute Process:

In the event the claimant and Uponor are unable to resolve a claim through informal means, the dispute shall be submitted to final arbitration. Arbitration shall be commenced in accordance with the then present version of the Arbitration Rules of the ADR Institute of Canada Inc., or its successor. If it is no longer possible to commence an arbitration in accordance with the Arbitration Rules of the ADR Institute of Canada Inc., or its successor, then arbitration shall be commenced in accordance with the law concerning commercial arbitration in the Province or Territory where the loss occurred. The Seat of Arbitration shall be Toronto. The Language of Arbitration shall be English. For products sold in the Province of Quebec, the Seat of Arbitration shall be Toronto or Montreal, and the language shall be English or French. The arbitration shall proceed before a single arbitrator. The law of the arbitration shall be the law of the Province or Territory where the loss occurred.

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 favor 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, ANY 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, PUNITIVE, 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, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY.

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.

Your Rights and This Limited 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