

Legend Valve LegendFlex Warranty

1 LIMITED WARRANTY PERIOD

Subject to the conditions and limitations in this Limited Warranty, Legend Valve & Fitting, Inc. ("Legend Valve") warrants for a period of thirty (30) years that Legend Valve's LegendFlex PEX Tubing ("PIPE") will be free from failure caused by manufacturing defects in material or workmanship from the date of installation if properly installed and under normal conditions of use and proper maintenance.

2 REMEDIES

Under this Limited Warranty, your sole and exclusive remedy and Legend Valve's obligation shall be strictly and exclusively limited to either of the following at Legend Valve's sole discretion:

- (1) Legend Valve's repair and replacement of the defective PIPE; or
- (2) Reimbursement to you for the reasonable repair or replacement of the defective PIPE covered by this Limited Warranty.

In the event Legend Valve elects to the reimbursement option, it is the responsibility of the property owner to obtain and pay for any repairs. Only if this warranty applies is Legend Valve responsible for reimbursement under this warranty. If, for any reason, it should be impractical, in Legend Valve's sole discretion, to provide a repair and replacement PIPE, Legend Valve will instead refund the purchase price of the PIPE. Legend Valve's inability to replace, or the impracticality of replacing, the defective PIPE despite using reasonable efforts to do so shall not render this limited remedy invalid or unenforceable as having failed its essential purpose. Notwithstanding any rule of law to the contrary, the parties hereto agree that these warranty provisions and disclaimers shall be considered independent of the damage limitations and exclusions contained in Sections 3 and 4 hereof, which limitations and exclusions shall survive notwithstanding the failure of any or all of the limited remedies contained herein.

Written notification must be received by Legend Valve within the warranty period, and within thirty (30) days of any believed failure of the PIPE identifying yourself as having a warranty claim, description of the leak or damage, and the date of installation. If this notice is not given and inspection not possible, then this Limited Warranty is void. The PIPE shall be kept and made available to Legend Valve for testing and determination as to whether the warranty applies. You should be prepared to ship, at your expense, the PIPE you claim failed due to a manufacturing defect, document the date of installation, and the amount of any claimed expenses for which you seek reimbursement. Upon receipt of your notification of a warranty claim, Legend Valve shall have ninety (90) business days to determine whether it acknowledges responsibility of any believed defect and the appropriate course of action to be taken.

3 EXCLUSION OF REMEDIES AND OF OTHER WARRANTIES

Such Limited Warranty and the remedies provided for in Section 2 hereof shall not apply if the failure of the PIPE or any damage resulted from or was caused by:

- (1) incorrect information received from buyer in whole or in part, improper design, including determining proper heat-load, or improper maintenance of the PIPE.
- (2) use in any potable application as the PIPE shall only be used in heating or cooling applications.
- (3) the improper handling, storage or installation of the PIPE (including, without limitation improper exposure to: unauthorized solvents or chemicals; antifreeze; rust inhibitors or other treatment fluids; ultraviolet light; freezing; improper temperature levels; or other misuse or abuse of the PIPE during installation or by other construction activity).
- (4) not installing, inspecting or testing the PIPE in accordance with Legend Valve's installation instructions, applicable building and mechanical code requirements and accepted industry practices.
- (5) not installed using a connection system per ASTM F 1960, ASTM F 2080 or Legend's PEX to manifold compression connectors.
- (6) the installation must have been carried out by a registered and licensed installer.
- (7) acts of nature or God such as earthquakes, fire, flood, wind or lightning.

Notwithstanding any other provision in this Limited Warranty or any other statements, **THE ABOVE LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING (WITHOUT LIMITATION) THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Legend Valve makes no warranty (express or implied) with respect to any goods or components obtained from others, whether or not used in conjunction with the PIPE obtained from Legend Valve.

4 LIMITATION OF LIABILITY

In no event shall Legend Valve's liability exceed an amount equal to two times the purchase price of the PIPE.

LEGEND VALVE SHALL NOT BE LIABLE WHATSOEVER FOR SPECIAL, PROGRESSIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF ANTICIPATED PROFITS, INSPECTION AND REMOVAL OF DEFECTIVE PRODUCT, TESTING, DAMAGE TO PROPERTY OR PERSON, OR DELAYS) UNDER ANY LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, ANY LIABILITY ARISING IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE) AND WHETHER ASSERTED BY DIRECT ACTION, SUBROGATION, CONTRIBUTION, INDEMNITY OR OTHERWISE. THE PRICE STATED FOR LEGEND VALVE'S PERFORMANCE UNDER THIS CONTRACT IS A CONSIDERATION IN LIMITING LEGEND VALVE'S LIABILITY HEREUNDER. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF OR RELATING TO THE TRANSACTIONS UNDER THIS AGREEMENT MAY BE BROUGHT MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

Notwithstanding any rule of law to the contrary, the damage limitations contained in this Section and exclusions contained in this Section 3 are to be considered independent of the limited remedies described in Section 2 hereof and shall survive and be fully enforceable without regard to Legend Valve's breach of the express warranty, or the failure of any limited remedy, provided in Section 2 hereof. Legend Valve assumes no responsibility or liability for the design of any PIPE. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the limitations or exclusions above may not apply to you. This Limited Warranty gives you specific rights and you may also have other legal rights that vary by State.

5 ENTIRE AGREEMENT

This Limited Warranty is the sole and entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior communications or agreements, written or oral pertaining to such subject matter. Other than this Limited Warranty, Legend Valve does not authorize any person or entity (including without limitation, Legend Valve's sales representatives) to create for it any other obligation or liability in connection with its products. In the event another company's installation instructions or guidelines are inconsistent with Legend Valve's or this Limited Warranty, Legend Valve's and this Limited Warranty shall control and be binding upon the parties hereto.

6 GOVERNING LAW

This Limited Warranty shall be governed by, enforced and construed in accordance with the substantive laws of the State of Michigan without regard to any law or rule that imposes the law of any other jurisdiction. If any provision of this Agreement and/or SOW is held by a court of competent jurisdiction to be invalid or unenforceable, such provision will be enforced to the fullest extent that it is valid and enforceable under applicable law, and all other provisions of this Agreement shall remain in full force and effect.



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