

# ProRadiant Warranty

The Viega logo consists of the word "viega" in a lowercase, sans-serif font, colored white, set against a black rectangular background. Below this black rectangle is a solid yellow horizontal bar.

## **VIEGA LLC LIMITED WARRANTY PRORADIANT™ HYDRONIC RADIANT HEATING/COOLING AND SNOW MELT**

Subject to the conditions and limitations in this Limited Warranty, VIEGA LLC (VIEGA) warrants to property owners in the United States with hydronic radiant heating/cooling and/or snow melt systems (the systems) properly installed by Viega trained contractors that its VIEGAPEX™ BARRIER and FOSTAPEX® tubing, under normal conditions of use and properly maintained, will be free from failure caused by manufacturing defect for a period of thirty (30) years from date of installation.

In addition, Viega warrants that Viega PEX metal press fittings properly installed in the systems with the above listed tubing, to include protected PEX metal press fittings used in slab, will be free from failure caused by manufacturing defect for a period of thirty (30) years from date of initial installation; warrants that any accessible metal compression or crimp fittings, manifolds and panels sold by Viega and used in the systems will be free from failure caused by manufacturing defect for a period of five (5) years, and warrants that any controls, mixing stations, or electrical components sold by Viega and used in the systems will be free from failure caused by manufacturing defect for a period of two (2) years from date of initial installation.

Power tools and jaws used with Press fittings are warranted by the manufacturer and Viega extends no separate warranty on those tools or jaws. Viega warrants that PEX Press hand and Pneumatic PEX Hammer tools sold by Viega, under normal conditions of use, shall be free from failure caused by manufacturing defects for a period of two (2) years from date of sale.

Under this limited warranty, you only have a right to reimbursement if the failure or leak resulted from a manufacturing defect in the products covered by this warranty and the failure or leak occurred during the warranty period. You do not have a remedy or right of reimbursement under this warranty and the warranty does not apply if the failure or any resulting damage is caused by (1) components in the systems other than those manufactured or sold by Viega or components not recommended for use in the systems (2) not installing, inspecting, or testing the products covered by this warranty in accordance with Viega's installation instructions at the time of the installation, applicable code requirements and accepted industry practices (for example, guidelines of the Radiant Professionals Alliance); (3) improper design, including determining proper heat-load of the system, or improper maintenance of the system; (4) exposure to unauthorized solvents or chemicals, antifreeze, rust inhibitor or other treatment fluids; freezing; or by failure to appropriately limit recommended water temperature levels or other misuse or abuse of the tubing in the handling of the tubing prior to or during installation or by other construction activity on the property; (5) acts of nature such as earthquakes, fire, flood, wind, or lightning.

In the event of a leak or other failure in the system, it is the responsibility of the property owner to obtain and pay for the repairs. Only if the warranty applies will Viega be responsible for reimbursement under this warranty. The part or parts which you claim failed should be kept and Viega contacted by writing to the address below or telephoning 1-877-843-4262 within thirty (30) days after the leak or other failure and identifying yourself as having a warranty claim. You should be prepared to ship, at your expense, the product which you claim failed due to a manufacturing defect, document the date of installation, and the amount of any claimed bills for which you claim reimbursement. Within a reasonable time after notification, Viega will investigate the reasons for the failure, which includes the right to inspect the product at Viega and reasonable access to the site of the damage in order to determine whether the warranty applies. Viega will notify you in writing of the results of its review.

In the event that Viega determines that the failure or leak and any resulting damages were the result of a manufacturing defect in the products covered by this warranty and occurred during the first ten years of the time period covered by this warranty, Viega will reimburse the property owner for reasonable repair or replacement charges resulting from the failure or leak and, additionally will reimburse damages to personal property resulting from the failure or leak. After the first ten years of the time period covered by this warranty, the EXCLUSIVE and ONLY remedy will be reimbursement for repair and replacement of the product covered by this warranty. VIEGA SHALL NOT BE LIABLE FOR CONSEQUENTIAL ECONOMIC LOSS DAMAGES UNDER ANY LEGAL THEORY AND WHETHER ASSERTED BY DIRECT ACTION, FOR CONTRIBUTION OR INDEMNITY OR OTHERWISE.

THE ABOVE LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF FOUND APPLICABLE, ANY IMPLIED WARRANTIES ARE LIMITED TO THE DURATION OF ANY TIME LIMITS SET OUT IN THIS WRITTEN WARRANTY. Other than this limited warranty, Viega does not authorize any person or firm to create for it any other obligation or liability in connection with its products. This written warranty applies for the full term of the applicable warranty regardless of any change of ownership of the property.

In the event that the tubing or fittings covered by this warranty are used in potable water plumbing systems, the Viega Limited Warranty for PureFlow® potable water plumbing systems will apply.

Some states do not allow the exclusion or limitation of incidental or consequential damages or limitations on the duration of implied warranties in certain types of transactions, so the above exclusion or limitations may not apply to you. This limited warranty gives you specific legal rights and you also may have other rights which vary from state to state. This warranty shall be interpreted and applied under the law of the state in which the product is installed.

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