

# JONES STEPHENS PEXALGAS® PIPING, FITTING, AND TOOLS LIMITED WARRANTY

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

## Scope

The scope of this Warranty includes Jones Stephens PEXALGAS® Piping and Fittings, when installed in combination with one another to form a Jones Stephens PEXALGAS® System ("System") and installed using Jones Stephens PEXALGAS® Tools.

The scope of this Warranty includes Jones Stephens PEXALGAS® Tools, when used with Jones Stephens PEXALGAS® Pipes and Jones Stephens PEXALGAS® Fittings.

The Term of this Limited Warranty begins on the date on which the applicable Jones Stephens products are installed in a building or facility (the "Commencement Date") for the period time shown in the table below subject to all Conditions and Exclusions:

Product Category	Term of Warranty
Jones Stephens PEXALGAS® Piping	2 years
Jones Stephens PEXALGAS® Fitting	2 years
Jones Stephens PEXALGAS® Tools	1 year

## Claim Process and Remedies

To submit a Warranty claim, a claimant must send written notification to Jones Stephens that a product may be defective within 30 days of the suspected failure or defect and within the applicable warranty period via mail or as outlined at the link shown below:

U.S. Mail	Link to Claim Procedure
Jones Stephens Corp. Attn: Warranty Department 3249 Moody Parkway Moody, AL 35004  Phone: 800-355-6637	<a href="http://www.jonesstephens.com">www.jonesstephens.com</a>

All products alleged to be defective must be sent to Jones Stephens for inspection and testing for determination of the cause of the alleged failure or defect.

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## Exclusive Remedies

If Jones Stephens determines that its product has failed or is defective within the scope of this Warranty, Jones Stephens's liability hereunder is limited, at the option of Jones Stephens, to issue a refund of the purchase price or to repair or replace the defective product or component or part thereof which is proved to be other than as warranted.

Jones Stephens neither assumes nor authorizes any person to assume any obligation or liability for Jones Stephens in connection with the sales of its product. Under no circumstances shall Jones Stephens be liable for any indirect, special, or consequential damages.

Jones Stephens shall not pay for any other additional costs or expenses, including but not limited to, transportation, relocation, labor, repairs, or any other 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 this Warranty to be in effect, the applicable Jones Stephens products must be:

- Installed in accordance with local plumbing and/or building codes, and in accordance with the installation instructions provided by Jones Stephens. Jones Stephens assumes no responsibilities for product or labor for any system, which has been improperly installed;
- Not exposed to temperatures and/or pressures that exceed the limitations found on specifications for the Jones Stephens product;
- In their originally installed location;
- Connected to appropriate gas supplies;
- Installed in an end-use environment as intended for the product;
- Installed by a qualified professional who is licensed in accordance with applicable building, mechanical, plumbing, electrical, or other applicable code requirements;
- Pressure tested according to the installation instructions during rough construction with piping system exposed; and
- Show no evidence of tampering, mishandling, neglect, accidental damage, modification or repair without the approval of Jones Stephens or damage done to the product by anyone other than authorized personnel.

In addition to the conditions above, the 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;
- Improper installation;
- Misuse, tampering, mishandling, neglect, or accidental damage;
- Components not manufactured or sold by Jones Stephens;
- Exposure to ultraviolet light;
- External and internal physical or chemical conditions;
- Abnormal operating conditions;
- Damage or impairment of the product caused by casualty including without limitation fire, wind, floods or acts of God; or
- Modifications or repair unless previously approved in writing by an authorized Jones Stephens representative.

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## Miscellaneous:

It is expressly understood that authorized Jones Stephens sales representatives, distributors, and plumbing professionals have no express or implied authority to bind Jones Stephens to any agreement or warranty of any kind without the express written consent of Jones Stephens.

## DISCLAIMER OF WARRANTIES

THIS LIMITED WARRANTY IS THE FULL EXTENT OF EXPRESS WARRANTIES PROVIDED BY JONES STEPHENS, AND JONES STEPHENS 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. JONES STEPHENS FURTHER DISCLAIMS ANY STATUTORY OR IMPLIED WARRANTY OF HABITABILITY.

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EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS LIMITED WARRANTY, JONES STEPHENS FURTHER DISCLAIMS ANY RESPONSIBILITY FOR LOSSES, EXPENSES, INCONVENIENCES, AND SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OR RESULTING IN ANY MANNER FROM THE PRODUCTS COVERED HEREUNDER. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

THIS LIMITED WARRANTY GIVES THE CLAIMANT SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.



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