

## Terms and Conditions

**FREIGHT TERMS:** All shipments are F.O.B. shipping point. Shipments from factory less than 1000 lbs. are F.O.B. factory. Factory shipments of 2500 and over within the continental U.S.A. will be prepaid and allowed when made at the lowest motor carrier transportation rate.

**TERMS OF SALE:** All sales are F.O.B. shipping point.

**PAYMENT TERMS:** The invoices are due and payable 30 days from the date of invoice.

**PURCHASE ORDER FORMS:** Orders submitted on customer's own purchase order forms will be accepted only with the express understanding that no statements, clauses, or conditions contained in said order form will be binding on the Seller if they in any way modify the Seller's own terms and conditions of sales.

**SPECIAL PRODUCTS:** Orders for special or modified products are non-cancelable. In the event that the customer cancels an order for such products, Watts shall charge the customer an amount equal to Watts' costs and expenses incurred in performing the purchase order prior to receipt of notice of cancellation.

**LIMITED WARRANTY:** A. Watts Regulator Co. ("Watts") warrants its WaterPEX® cross-linked polyethylene tubing, barbed PEX fittings, brass and plastic AquaLock™ fittings and manifolds, factory manufactured copper manifolds and AquaLock™ accessories to be free of defects in material and workmanship when used under normal usage in potable water systems, and installed in accordance with all Watts printed installation instructions. Specific warranty durations apply as follows:



1. Watts WaterPEX® cross-linked polyethylene (non-barrier PEX) pipe, brass and plastic barbed PEX fittings, and factory manufactured copper manifolds when installed as a system using Watts WaterPEX pipe, Watts brass or plastic barbed PEX fittings, and Watts factory manufactured copper manifolds for a period of twenty-five (25) years from the date of original shipment.
2. Watts WaterPEX® cross-linked polyethylene (non-barrier PEX) pipe, when installed with brass or plastic barbed PEX fittings manufactured by others that meet the applicable ASTM Standards (brass - ASTM F 1807) (plastic - ASTM F 2159) for a period of ten (10) years from the date of original shipment.
3. Watts WaterPEX® brass or plastic barbed PEX fittings and factory manufactured copper manifolds when installed with cross-linked polyethylene (non-barrier PEX) pipe manufactured by others that meet the ASTM F 876 requirements for a period of ten (10) years from the date of original shipment.
4. Brass, Plastic and Mini AquaLock™ fittings and manifolds for a period of twenty-five (25) years from the date of original shipment.
5. All other valves and accessories sold under the Watts WaterPEX or Watts AquaLock™ brand name for a period of two (2) years from the date of original shipment.

Watts's obligation will be to repair or replace, at its discretion, any of these products proven to be defective in material or workmanship when these products are covered under this limited warranty.

B. In the event of a system malfunction or leak caused by defective Watts warranted materials (and not by incorrect installation, incorrect handling procedures or by jobsite or installation damage), a reasonable pre-approved amount will be allowed for repair materials and repair labor. In the event of a leak occurring in a factory manifold, you may contact Watts for either a free replacement manifold or any parts reasonably needed to repair such a leak (freight prepaid). Note that Watts limits its warranty to its tubing, valves and accessories, fittings and manifolds. Watts does not warrant the connection on any installation, as the integrity of the connection is subject to the workmanship of the contractor/installer. The connection is the sole responsibility of the person who installs it.

C. In order to qualify for a warranty remedy under paragraph B, you must contact Watts in advance and receive a written authorization for this remedy from an authorized Watts representative. Repair materials, repair labor and freight expenses not authorized in writing in advance by Watts in this way will not be compensated.

D. To qualify for the warranty described above, you must do the following:

1. Use good construction techniques to install our materials, as specified in our current design and installation guidelines and technical notes. This must include field pressure testing our warranted materials before they are covered by concrete or otherwise made inaccessible.
  2. Install Watts WaterPEX® and Watts AquaLock™ materials according to all guidelines and manuals published by Watts.
  3. Install Watts WaterPEX® and Watts AquaLock™ products in a system that will not operate at temperatures or at pressures that exceed the rating printed on the tubing.
  4. The Watts warranted product must be installed in compliance with local building and plumbing codes.
- E. Evidence of tampering, mishandling, neglect, accidental damage, freeze damage or unauthorized repairs that cause damage to Watts's warranted products will void any warranty coverage for those particular products. All field connections are specifically excluded from the terms of this warranty.
- F. Watts provides a complete plumbing system offering so that it is possible to complete an installation with Watts products. However, it is possible that other manufacturers' tubing and/or fittings may be installed in any given installation. Providing that the tubing and/or fittings are manufactured to their applicable ASTM standards, and have been certified by a recognized third-party testing agency, the Watts product in the given installation will continue to be covered under this warranty. In the event of a system malfunction or leak that has other tubing and/or fitting manufacturers' components installed within the failed system, Watts will be responsible only for proven defects in material or workmanship in the Watts products. Products manufactured by another company should be reported to that manufacturer for its warranty response.

G. Disclaimer of Warranty. **THE WARRANTY SET FORTH HEREIN IS GIVEN EXPRESSLY AND IS THE ONLY WARRANTY GIVEN BY WATTS WITH RESPECT TO THE PRODUCTS LISTED IN PARAGRAPH A. WATTS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. WATTS HEREBY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

H. Limitation of Liability. The remedy described above shall constitute the sole and exclusive remedy for breach of warranty, and, apart from that remedy, Watts shall not be responsible for any incidental, special or consequential damages, including without limitation, lost profits or the cost of repairing or replacing other property which is damaged if these warranted products do not work properly, other costs resulting from labor charges, delays, vandalism, negligence, fouling caused by foreign material, damage from adverse water conditions, adverse chemical environments, or any other circumstances over which Watts has no control. This warranty shall be invalidated by any abuse, misuse, misapplication or improper installation of the product. Some states do not allow limitations on how long an implied warranty lasts, and some states do not allow the exclusion or limitation of incidental or consequential damages. Therefore the above limitations may not apply to you. This Limited Warranty gives you specific legal rights, and you may have other rights that vary from state to state. You should consult applicable state laws to determine your rights. **SO FAR AS IS CONSISTENT WITH APPLICABLE STATE LAW, ANY IMPLIED WARRANTIES THAT MAY NOT BE DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO ONE YEAR FROM THE DATE OF ORIGINAL SHIPMENT.**

I. RETURNED GOODS: No material shall be returned without authorization. When credit is issued it will be at the price charged, or prevailing price if lower, less handling charges based on costs of reconditioning, boxing, etc. However, a minimum 25% handling charge will apply. A minimum handling charge of 20.00 is applied whenever the 25% handling deduction does not total 20.00. Products which are obsolete or made to special order are not returnable.

**NOTE:** Prices and terms are subject to change without notice and supersede all previous quotations. The right is reserved to change or modify product design or construction without prior notice and without incurring an obligation to make such changes and modifications on products previously or subsequently sold.