

## Warranty Policy

Limited Warranty: **Twistloc**<sup>®</sup> warrants all products to be free of defects and material and workmanship when used under normal usage in potable water systems, and installed to a pipe which have been produced in conformity with the plumbing and heating standards in accordance with installation instructions provided by **Twistloc**<sup>®</sup> and plumbing and heating building codes. All **Twistloc**<sup>®</sup> products, Pushfit fittings carry a period of twenty-five [25] years and Valves are for ten [10] years limited warranty from the date of original shipment from your **Twistloc**<sup>®</sup> point of purchase. Damage to fittings before, during or after installation from improper assembly, repair and poor maintenance, used in competition or for commercial purposes, caused by use of or exposure to unauthorized chemicals or solvents – inadequate freeze protection - exposure to water temperatures or pressure in excess of limitations set forth in **Twistloc**<sup>®</sup> installation instructions, shall nullify the terms of this warranty.

**Twistloc**<sup>®</sup> must receive notification of a claim of manufacturing defect or failure in writing within applicable warranty period and within thirty [30] days of said defect or failure. All fittings that pertain to claim must be made available to **Twistloc**<sup>®</sup> at owner's expense for testing and determination of cause. Upon receipt of a warranty claim **Twistloc**<sup>®</sup> shall have ninety [90] working days in which to determine responsibility for any claims of defects in material or workmanship and the course of action to be taken.

In the event of a failure pertaining to an installed **Twistloc**<sup>®</sup> fittings and Valves, it is the responsibility of the property owner to obtain and pay for any repairs. Reimbursements for transportation, labour, repairs or other work related to any claims of defective materials are at the sole discretion of and must be authorized in writing in advance by **Twistloc**<sup>®</sup>.

Customers must contact the party whom the customer purchased the product and return the defective product to such party for repairs or replacement, as the case may be. Proof of purchase may be required. Customers are responsible for all shipping charges from their facility to the party from which the customers purchased the products.

WARRANTIES EXCLUSIVE: IF A **Twistloc**<sup>®</sup> PRODUCT DOES NOT OPERATE AS WARRANTED ABOVE, CUSTOMER'S SOLE REMEDY SHALL BE REPAIR OR REPLACEMENT OF THE PRODUCT IN QUESTION, AT **Twistloc**<sup>®</sup> OPTION. THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. **Twistloc**<sup>®</sup> NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE OR USE OF ITS PRODUCTS. **Twistloc**<sup>®</sup> SHALL NOT BE LIABLE UNDER THIS WARRANTY IF ITS TESTING AND EXAMINATION DISCLOSE THE ALLEGED DEFECT IN THE PRODUCT DOES NOT EXIST OR WAS CAUSED BY CUSTOMER'S OR ANY THIRD PERSON'S MISUSE, NEGLIGENCE, IMPROPER INSTALLATION OR TESTING, UNAUTHORIZED ATTEMPTS TO REPAIR, OR ANY OTHER CAUSE BEYOND THE RANGE OF THE INTENDED USE, OR BY ACCIDENT, FIRE, LIGHTNING, OR OTHER HAZARD.

LIMITATION OF LIABILITY: IN NO EVENT, WHETHER BASED IN CONTRACT OR TORT [INCLUDING NEGLIGENCE], SHALL **Twistloc**<sup>®</sup> BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE, LOSS OF BUSINESS, OR OTHER FINANCIAL

LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, PERFORMANCE, FAILURE, OR INTERRUPTION OF ITS PRODUCTS, EVEN IF **Twistloc**<sup>®</sup> OR ITS AUTHORIZED RESELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME COUNTRIES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR CONSUMER PRODUCTS, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.