## **NIBCO® Press System® Fittings Limited Warranty**

## NIBCO INC. LIMITED WARRANTY

Applicable to NIBCO INC. Press System® Fittings

NIBCO INC. warrants: NIBCO® Press System® fittings and flanges to be free from defects in materials and workmanship under normal use and service, for a period of 50 years from the Warranty Commencement Date. The Warranty Commencement Date for NIBCO® Press System® fittings and flanges shall be the date upon which the fitting or flange is installed.

This limited warranty applies to all NIBCO Press System<sup>®</sup> fittings and flanges installed in accordance with NIBCO approved and published installation, testing, and application recommendations and instructions. This includes product installed in accordance with the Press Tool & Jaw Compatibility Matrix in effect at the time of installation as published in the most current online version of the NIBCO Press System<sup>®</sup> Catalog.

NIBCO does NOT warrant against failure of NIBCO® Press System® fittings and flanges (referred to hereafter as "product") for:

- 1. any product, parts or systems which are not manufactured or sold by NIBCO INC.;
- 2. any product which is used for any purposes other than a purpose authorized by NIBCO INC.;
- 3. any product not installed in accordance with either the recommended installation guidelines provided by NIBCO INC. and/ or applicable plumbing codes;
- 4. damage to the product caused by, contributed in whole or in part by, or resulting from, any of the following:
  - a. abuse, misuse, mishandling, tampering, neglect or accidental damage, such as, without limitation, vandalism
  - b. natural disasters, such as, without limitation, flooding, windstorm and lightning
  - c. attachments or modifications to the product that are not authorized by NIBCO INC.
  - d. external causes, where external, physical or chemical qualities produce damage to the product, such as, without limitation, variation in water quality, aggressive water or an unsuitable or hostile environment, or
  - e. any other cause beyond the control of NIBCO INC.

NIBCO shall NOT be liable under any circumstances for any other direct or indirect, incidental or consequential damages of any kind, including but not limited to loss of business, lost profits, mold intrusion, water damage, etc. The liability of NIBCO under this warranty is solely limited to the repair or replacement, including installation expenses, of any product that has been determined by NIBCO INC., or an authorized representative or agent thereof, to contain a defect in material or workmanship.

This warranty is the only warranty for the product provided by NIBCO INC., and is and shall be in lieu of any and all other warranties, expressed or implied, including but not limited to an implied warranty of merchantability, and for all other obligations or liabilities on the part of the Manufacturer. No employee of NIBCO INC., or any other distributor, agent or other person or business, is authorized to make any other warranty on behalf of NIBCO INC.

In the event any defect occurs which is believed to be covered by this warranty, NIBCO Technical Services should be immediately contacted either in writing or by telephone at 888.446.4226. NIBCO Technical Services will make further arrangements for the product's return to NIBCO INC. for review and evaluation. In the event that a returned product is determined by NIBCO INC. to be defective, NIBCO INC. will remediate the failure by repairing or replacing the product within a reasonable time, without charge to the owner of the product.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

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To the best of our knowledge, the information contained in this publication is accurate. However, NIBCO does not assume any liability whatsoever for the accuracy or completeness of such information. Final determinations of the suitability of any information or product for the use to be contemplated is the sole responsibility of the user. The manner of that use, and whether there is any infringement of patents, is also the sole responsibility of the user.

