

# NIBCO® PressACR® Limited Warranty

## NIBCO INC. LIMITED WARRANTY

Applicable to NIBCO PressACR

NIBCO INC. warrants each that the NIBCO PressACR fitting ("Fittings") shall be free from defects in materials and workmanship under normal use, service, and maintenance in accordance with the product specifications (including, but not limited to installation recommendations) and maintenance in accordance with the product specifications for a period of fifteen (15) years from the Warranty Commencement Date. The Warranty Commencement Date for Fittings shall be the date upon which the Fitting is installed.

NIBCO warrants that the PressACR tools ("Tools") shall be free from defects in materials and workmanship under normal use, service, and maintenance in accordance with the product specifications for a period of two (2) years from date of purchase by the contractor.

NIBCO will repair or replace – at its option and at no charge – Fittings or Tools that have been determined by NIBCO, or an authorized representative or agent thereof, to have failed solely because of a defect in materials or workmanship under normal use, service, and maintenance during the warranty period.

This limited warranty applies to all Fittings installed, tested, applied, and used in accordance with NIBCO's approved and published recommendations and instructions and using the approved NIBCO Tools.

This warranty does not cover any failure or damage for or caused by:

1. any product, parts, or systems which are not manufactured or sold by NIBCO;
2. any Fitting or Tool which is used for purposes other than a purpose authorized by NIBCO;
3. any Fitting not installed, tested, applied, used, or maintained in accordance with NIBCO's recommended installation guidelines and instructions using NIBCO Tools;
4. any Tool not applied, used, or maintained in accordance with NIBCO's recommended installation guidelines and instructions;
5. any Fitting not installed or used in accordance with applicable codes;
6. any damage caused by, contributed in whole or in part by, or resulting from, any of the following:
  - a. abuse, misuse, mishandling, alteration, 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 not authorized by NIBCO;
  - d. external, physical or chemical qualities, such as, without limitation, any refrigerant or lubricant not cited in NIBCO product literature as compatible, or an unsuitable or hostile environment;
  - e. any defects other than those in material or workmanship; or
  - f. any other cause beyond the control of NIBCO.

NIBCO DISCLAIMS ANY AND ALL LIABILITY FOR ANY OTHER DIRECT OR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, ECONOMIC LOSS, LOSS OF BUSINESS, LOST PROFITS, PUNITIVE DAMAGES, MOLD INTRUSION, WATER DAMAGE, ETC.

Some states do not allow the exclusion or limitation of damages, so the above limitation or exclusion may not apply to you.

THIS WARRANTY IS THE ONLY WARRANTY FOR THE FITTINGS AND TOOLS PROVIDED BY NIBCO, 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 OR FITNESS FOR A PARTICULAR PURPOSE, AND FOR ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF A MANUFACTURER. NO EMPLOYEE OF NIBCO, OR ANY OTHER DISTRIBUTOR, AGENT, OR OTHER PERSON OR BUSINESS, IS AUTHORIZED TO MAKE ANY OTHER WARRANTY ON BEHALF OF NIBCO.

Some states do not allow limitations on implied warranties, so the above limitation may not apply to you.

In the event any defect occurs which is believed to be covered by this warranty, NIBCO Technical Services must immediately be contacted by calling 888.446.4226 or emailing [CS-TechnicalServices@nibco.com](mailto:CS-TechnicalServices@nibco.com). NIBCO Technical Services after being contacted will make further arrangements for the product's return to NIBCO at the customer's expense for review and evaluation.

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

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 determination 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.

