

# JONES STEPHENS PEX-A TUBING & FITTING 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 PEX-A Tubing and Fittings. When installed in combination with one another, Jones Stephens PEX-A Tubing and Jones Stephens PEX Fittings (F1807 and F2159 Crimp Fittings & F1960 Cold Expansion Fittings) form a Jones Stephens System ("System"). The terms of this Warranty depend on whether the Jones Stephens products are installed as a System or if the Jones Stephens products are installed in conjunction with non-Jones Stephens products. The Term of Warranty begins on the Commencement Date, defined as the date on which the applicable Jones Stephens products are installed in a building or facility. The Term of Warranty is shown in the column below:

Product Category	When used in combination with	Term of Warranty
Jones Stephens PEX-A Tubing	Jones Stephens fittings	25 years
	Non-Jones Stephens fittings	10 years
Jones Stephens PEX Fittings (F1807, F2159 & F1960)	Jones Stephens PEX-A Tubing	25 years
	Non-Jones Stephens Tubing	1 year

After the Date of Installation, but prior to the Commencement Date, this Limited Warranty is in effect providing that all Conditions and Exclusions have been met.

## Claim Process and Remedies

In order to file a claim under the terms of this Warranty, 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.

## Exclusive Remedies

If Jones Stephens determines that a product identified above 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.

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(Continued from page 1)

Notwithstanding anything to the contrary in this Warranty, if Jones Stephens determines that any damages to the real property in which a Jones Stephens System was installed directly resulted from a leak or failure caused by defects in material or workmanship in a Jones Stephens product covered by this Warranty and occurs within the first ten years after the applicable Commencement Date or during the applicable Limited Warranty period, whichever is shorter, and the claimant took reasonable steps to promptly mitigate (i.e., limit or stop) any damage resulting from such failure, then Jones Stephens may at its discretion, reimburse claimant for the reasonable costs of repairing or replacing such damaged real property, including flooring, drywall, painting, and certain other real property damaged by the leak or failure. 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 the Warranty to be in effect, the applicable Jones Stephens products must be:

- Installed in accordance with the installation instructions provided by Jones Stephens;
- 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 water and power supplies;
- Installed in an end-use environment as intended for the product;
- Installed by a licensed professional in accordance with applicable building, mechanical, plumbing, electrical, or other applicable code requirements; 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;
- Faulty installation;
- Misuse, tampering, mishandling, neglect, or accidental damage;
- Components not manufactured or sold by Jones Stephens;
- Exposure to ultra violet light;
- External and internal physical or chemical conditions;
- Abnormal operating conditions; or
- Modifications or repair unless previously approved in writing by an authorized Jones Stephens representative

## 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.

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## 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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