

VANGUARD LIMITED WARRANTY VANEX® PIPE AND TUBING MANABLOC® AND INSERT FITTINGS SYSTEMS

Subject to the conditions and limitations in this Limited Warranty, VANGUARD PIPING SYSTEMS, INC. warrants to licensed plumbers, who purchase and properly install in a hot and cold potable water distribution system its VANEX® cross-linked polyethylene pipe and tubing (PEX) in a MANABLOC® or Minibloc manifold plumbing system or with crimp insert fittings sold by Vanguard or meeting the specifications of ASTM 1807 and certified/listed for conformance with ANSI/NSF Standards No. 14/61, that the VANEX® pipe or tubing, the MANABLOC, Minibloc, and crimp insert fittings sold by Vanguard, under normal conditions of use, will be free from failure caused by manufacturing defect for a period of ten (10) years from date of installation.

Under this warranty, you only have a right to reimbursement if the failure or leak resulted from a manufacturing defect in the products covered by this warranty and occurred during the warranty period. You do not have a remedy or right of reimbursement under this warranty and this warranty does not apply if the failure or any resulting damage is caused by (1) components in the plumbing system other than those manufactured or sold by Vanguard; (2) not designing, installing, inspecting or testing the system in accordance with Vanguard's installation instructions at the time of the installation, applicable code requirements, and good plumbing practices; (3) improper handling and protection of the product prior to or during installation, inadequate freeze protection, exposure to water pressures or temperatures in excess of the limitations on the pipe or tubing, or application of unauthorized solvents or chemicals.; (4) acts of nature such as earthquakes, fire, flood, or lightning. In addition, for MANABLOC or Minibloc systems, there is no warranty if (1) the MANABLOC or Minibloc manifold has been disassembled or modified after leaving Vanguard; (2) the MANABLOC or Minibloc manifold is installed behind a permanent enclosure and is non-accessible through an access panel or other acceptable enclosure; (3) components of or connections to the MANABLOC system are not Vanguard components or connections or crimp insert fittings meeting the specifications of ASTM 1807 and certified/listed for conformance with ANSI/NSF Standards No. 14/61.

In the event of a leak or other failure in the system, it is the responsibility of the property owner to obtain and pay for the repairs. Only if the warranty applies will Vanguard be responsible for reimbursement under this warranty. The part or parts which you claim failed should be kept and Vanguard contacted by writing to the address below or telephoning 800.775.5039 within thirty days after the leak or other failure and identifying yourself as having a warranty claim. You should be prepared to ship, at your expense, the product which you claim failed due to a manufacturing defect, document the date of installation, and the amount of any claimed bills which you wish reimbursed. Within a reasonable time after notification, Vanguard will investigate the reasons for the failure, which includes the right to inspect the product at Vanguard and reasonable access to the site of the damage in order to determine whether the warranty applies. Vanguard will notify you in writing of the results of its review.

In the event that Vanguard determines that the failure or leak and any resulting damages were the result of a manufacturing defect in the products covered by this warranty, Vanguard will reimburse the property owner for reasonable repair or replacement charges to include drywall and painting or plastering costs, as well as damages to personal property resulting from the failure or leak. VANGUARD SHALL NOT BE LIABLE FOR CONSEQUENTIAL ECONOMIC LOSS DAMAGES UNDER ANY LEGAL THEORY AND WHETHER ASSERTED BY DIRECT ACTION, FOR CONTRIBUTION OR INDEMNITY OR OTHERWISE.

THE ABOVE LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Other than this limited warranty, Vanguard does not authorize any person or firm to create for it any other obligation or liability in connection with its products. Licensed plumbers are authorized to provide this warranty in connection with any warranty extended by them to builders or owners of site built construction.

Some states do not allow the exclusion or limitation of incidental or consequential damages in certain types of transactions, so the above exclusion or limitations may not apply to you. This limited warranty gives you specific legal right and you also may have other rights which vary from state to state.



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