



BMI Canada Inc

25 year LIMITED WARRANTY

Poly-Alloy PEX & F1960 Products

WHAT IS COVERED:

Subject to conditions outlined in this document, BMI (BMI Canada Inc.) warrants to customers in the United States and Canada those BMI Poly-Alloy PEX & F1960 products, when used and installed in accordance with the requirements set forth below, to be free from defects in material and workmanship for the applicable Warranty Period. This Limited Warranty is in effect and is applicable to product installed in the country it was purchased. Proof of purchase is required to validate the warranty period. If not available, the warranty period shall default to the date of manufacture for each product.

CONDITIONS OF THIS WARRANTY:

1.

All products must be installed in accordance with all applicable codes, good plumbing practices, in accordance with any local, state, provincial or federal requirements, and installed in a potable water or radiant heating application.

2.

The installing contractor must use construction techniques compliant with current applicable codes to install the range of products and use the product(s) within the design parameters specified in any installation guidelines and technical notes for the applicable system. Field pressure testing is required prior to concealing with concrete or by other means. Failure to install BMI products according to manufacturer's installation instruction will void all applicable warranties and may result in water damage.

3.

Products must not be installed in a system that operates at temperatures or at pressures that exceed the printed rating on the product, packaging or installation instructions.

4.

Without limiting the foregoing, this Limited Warranty does not apply if the product failure or resulting damage is caused by: (a) evidence of tampering, mishandling, neglect, accidental damage, freeze damage (it is expressly understood that failure as a result of any freezing fluids within the pipes does not constitute a defect in material or workmanship and shall not be covered by this warranty) or unauthorized modifications or repairs that cause damage to BMI warranted products; (b) exposure to harmful, unauthorized, or unanticipated chemicals or substances or corrosive water conditions; (c) exposure to ultraviolet light; (d) faulty installation including failure to follow proper burial instructions; (e) damage from faulty operating conditions; (f) components not manufactured or sold by BMI; and (g) acts of nature such as earthquakes, fire, flood or lightning.

5.

Other manufacturer's pipe and/or fittings may be installed with BMI Poly-Alloy PEX & F1960 products provided manufacturing of the pipe and/or fittings demonstrates compliance with the applicable ASTM/CSA standards, and the product has been certified by a recognized third-party testing agency. The BMI product in the given installation will continue to be covered under this Limited Warranty although limits on Warranty

Period may apply. BMI will be responsible only for proven defects in material or workmanship in BMI products. Problems in products manufactured by another company should be reported to that manufacturer. BMI does not warrant the integrity or workmanship of the contractor/installer.

HOW DO YOU GET SERVICE?

In order to be eligible for service under this Limited Warranty you must return the defective product within sixty (60) days after detection of alleged failure or defect occurring within applicable warranty period (with shipping charges prepaid) to the original place of purchase. You also must include the model number of the product, the original date of purchase, proof of purchase and the nature of the problem.

WHAT WILL BMI DO?

If, after inspection, we find that a product covered by this limited warranty has failed due to a defect in material or workmanship during the specified warranty period, we will replace, free of charge, the defective product. This shall constitute the sole and exclusive remedy for any defective product.

WHAT DOES THIS LIMITED WARRANTY NOT COVER?

BMI shall not be responsible for any incidental, indirect, contingent, special or consequential damages, including without limitation, lost profits or the cost of repairing or replacing other property which is damaged if these warranted products do not work properly, other costs resulting from labor charges, delays, vandalism, negligence, fouling caused by foreign material, damage from adverse water conditions, adverse chemical environments, or any other circumstances over which BMI has no control. This limitation applies even if BMI could have foreseen or has been advised of the possibility of these damages. This Limited Warranty shall be invalidated by any abuse, misuse, misapplication or improper installation of the product.

HOW DOES STATE/PROVINCIAL LAW APPLY?

Some States/Provinces do not allow limitations on how long an implied warranty lasts. Some States/Provinces do not allow the exclusion or limitation of incidental or consequential damages. Therefore, the above limitations may not apply. This Limited Warranty gives you the specific legal rights, and you may have other rights that vary from State/Province to State/Province. You should consult applicable State/Provincial laws to determine your rights.

SO FAR AS IS CONSISTENT WITH APPLICABLE STATE/PROVINCIAL/FEDERAL LAW, THE EXPRESS WARRANTY SET FORTH HEREIN IS THE ONLY WARRANTY GIVEN BY BMI WITH RESPECT TO BMI POLY-ALLOY PEX & F1960 PRODUCTS AND BMI MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND HEREBY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Revised 23/07/2019