

WARRANTY AND LIMITATIONS

- 1.1 These Limited Representations and Warranties are applicable to all end-customers purchasing Asahitec pipe and fittings manufactured by Bänninger Kunststoff-Produkte GmbH. Asahi warrants that for the warranty period, the products will be free from defects in materials and workmanship under normal use, and will conform to manufacturer published specifications. The right is reserved to deviate from published specifications due to the latest innovations and improvements in function, design and materials of the products. This warranty is subject to the proper storage, handling, transportation, installation, use and maintenance of Asahitec products by both the authorized installer and final customer. This warranty does not include defects due to normal wear and tear or deterioration.
- 1.2 Customer shall provide written notice of any non-conformities or visible defects regarding the products within 14 business days of discovery. Failure to provide prompt notice shall void this warranty.
- 1.3 The sole obligation under the foregoing warranty is, at Asahi's discretion, to repair, to replace or exchange the product or to refund the purchase price. Any repaired, replaced or exchanged products shall be subject to the warranty set forth in 1.1 following the repair, the replacement or the exchange. If the Company has received notification from customer, and no defects of the product could be discovered, customer shall bear the costs that the company incurred as a result of the notice.
- 1.4 The company also makes no warranty that the custom products manufactured according to customer's specification do not infringe the intellectual property or other proprietary rights of any third party and customer is solely responsible for assuring that such products do not so infringe.
- 1.5 The "warranty period" for Asahitec pipe and fittings shall be the greater of (a) a period of one (1) year from the invoice date and (b) if a final pressure test is successfully completed, documented and submitted to Asahi then the warranty period shall be ten (10) years from the date of certification. Installation of Asahitec products must be performed by a properly trained installer as authorized by Asahi/America. Authorization to install Asahitec products will require the installer to possess a valid Asahitec welding certification performed and authorized on well-maintained equipment.

The "warranty period" for Asahitec valves shall be three (3) years from the manufacturing date.

- 1.6 The Company does not authorize any person or party to assume or create for it any other obligation or liability in connection with the products except as set forth herein.
- 1.7 All requests and notices under this warranty shall be directed to:

Asahi/America, Inc.
Attn: Customer Service
655 Andover Street,
Lawrence, MA 01843
Tel: 781-321-5409 • Fax: 978-685-3010