

Warranty in addition to Australian Consumer Law

in relation to EvoPEX products sold in Australia

FN421/a*

What does this warranty cover?

Subject to conditions outlined in this statement, Reliance Worldwide Corporation (Aust.) Pty Ltd (RWC) whose business address is 27-28 Chapman Place, Eagle Farm Qld 4009 warrants to consumers who purchase plumbing products from suppliers of genuine EvoPEX products in Australia, for the purpose of installation of product when used and installed in accordance with the requirements set forth, shall be free from defects in material and workmanship for the applicable Warranty Period. This Warranty is in effect for installations made after 31 October 2019 and is applicable to products installed within Australia.

Proof of purchase is required to validate the Warranty Period. If proof of purchase is not available, then RWC will consider the warranty in the relevant circumstances, in which case RWC may, at its complete discretion, deem the Warranty commencement to be 3 months after the date of manufacture or such other date RWC approves, but not being less than 3 months after the date of manufacture. Where no date of manufacture is visible on the product RWC may determine the start of the Warranty period using any available evidence, including product material testing.

What are the conditions of this warranty?

1. All products must be installed in accordance with all then applicable codes, good plumbing practice, in accordance with any local, state or federal requirements, and installed in a potable water or radiant heating application unless a non-potable water service is specifically allowed for in the pertinent product literature.
2. The installer must use construction techniques compliant with then applicable codes to install the product and use the product within the design parameters specified in any installation guidelines and technical notes for the applicable system. This shall include field pressure testing prior to concealing with concrete or by other means and wrapping any brass fitting when buried. Failure to install RWC products according to manufacturer's installation instruction will void all applicable warranties and may result in severe water damage.
3. Products must at all times be used in a manner consistent with their intended use and be used in installations and environments acceptable to their material and design specifications, including not being installed in a system that may operate at temperatures or at pressures that exceed the approved ratings which can be found on the product, packaging or installation instructions, or RWC's website.
4. Additional product specific conditions of this Warranty and the Warranty Period are documented in the section entitled "How long does the warranty coverage last?".
5. Without limiting the foregoing, this Warranty does not apply and you do not have a right of reimbursement if the product failure or resulting damage is caused by: (a) evidence of tampering, mishandling, neglect, abuse, 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 warranted products; (b) exposure to harmful, unauthorized, or unanticipated chemicals or substances or unanticipated levels or concentrations of chemicals or corrosive water conditions; (c) exposure to ultraviolet light; (d) faulty installation including failure to follow proper burial instructions; (e) damage from abnormal operating conditions including exposure pressures and temperatures beyond the specified operating range; (f) failure to

properly test and pass common testing methods (including pressure testing) after the installation and before the product or system is put in service; (g) components not manufactured or sold by RWC; or (h) acts of nature such as earthquakes, fire, flood or lightning.

How do you make a warranty claim?

In order to be entitled to make a claim under this Warranty you must return the defective product to RWC for inspection and testing within thirty (30) days after detection of alleged failure or defect occurring within applicable Warranty Period (with shipping charges prepaid) to the original place of purchase or to 27-28 Chapman Place, Eagle Farm Qld 4009. If that is impractical, then you must contact the RWC Customer Service line on 1800 810 803 to obtain an alternative return point. If the alleged defect involves a connection or joint with a RWC product, the fitting (untampered with) must be returned to RWC, having first contacted RWC's Customer Service Line on 1800 810 803 with a section of the pipe (100mm where practical) still inserted. You must include the model number of the product (if available), the original date of purchase, proof of purchase and the nature of the alleged product failure or defect. Products returned without shipping charges prepaid will be refused. For any further questions or inquiries, call 1800 810 803, or email, sales@rwc.com.au.

What will RWC do?

If, after inspection, we find that a product covered by this Warranty has failed due to a defect in material or workmanship during the specified Warranty Period, we will repair or replace, at our sole option, free of charge, the defective product during normal working hours and through a place of business as determined by RWC.

Notwithstanding anything to the contrary in this Warranty, if RWC determines that any damages to the real property in which a defective product was installed were the direct result of a leak or failure caused by a defect in material or workmanship in any RWC product covered by this Warranty and occurring within the first ten years after date of purchase or during the applicable Warranty Period, whichever is shorter, and if reasonable steps were taken to promptly limit or stop the effects of such leak or failure as soon as it was discovered, then RWC will reimburse the property owner for the reasonable costs of repairing or replacing such damaged real property to include flooring, drywall and painting and other real property damaged by the leak directly caused by the allegedly defective RWC product when the RWC product was installed by a licensed professional plumbing contractor and completed with the other conditions in this Warranty under the heading "What are the conditions of this Warranty?". Except as specified above or otherwise specifically authorized in writing by RWC, RWC shall not pay for any costs or expenses for transportation, relocation, labor, repairs or any other work associated with removing and/or returning failed or defective products or installing replacement products.

This shall constitute the sole and exclusive remedy for any defective product.

What does this warranty not cover?

RWC shall not be responsible for any other incidental, indirect, contingent, special or consequential damages, including without limitation, economic loss, 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 RWC has no control. This limitation applies even if RWC could have foreseen or has been advised of the possibility of these damages. This Warranty shall be invalidated by any abuse, misuse, misapplication or improper installation of the product. Any remaining warranty coverage may not be assigned or transferred after the period ending ten years following the installation. RWC does not guarantee or in any way warrant the quality of workmanship of the contractor/installer.

How long does the warranty coverage last?

<i>Product</i>	<i>Warranty Period</i>
<i>Control and Safety Valves</i>	
EvoPEX PEX Pipe	Twenty-five (25) Years*
EvoPEX Brass / Polymer Fittings & Breeches	Twenty-five (25) Years*
EvoPEX Pipe Cutters	Two (2) Years

** Ten (10) Year System Warranty plus fifteen (15) product (Pipe and Fittings) replacement only.*

ACL guarantee

1. RWC's goods come with guarantees that cannot be excluded under the Australian Consumer Law (the ACL). You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
2. The warranty periods ie. the period or periods within which a defect in the goods to which the warranty relates must appear are set out in the next page headed "how long does the warranty coverage last?"
3. The benefits to the consumer given by this Warranty are in addition to other rights and remedies of the consumer under a law in relation to the goods to which the Warranty relates.