

RESIDENTIAL COPPER PLUMBING PRODUCTS LIMITED WARRANTY

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In this warranty "Manufacturer" refers to the company listed below which manufactured the Product and any person or company that assumes its obligations under this warranty. "Homeowner" means you as the owner of the residential building in the United States in which the Product has been installed and also means any succeeding owner during the original warranty term. "Product" means the copper water tube and/or copper or brass fittings manufactured by the Manufacturer for the residential building market in the United States. Each Manufacturer listed below separately and individually warrants only Products it has manufactured and does not warrant Products of any other company, whether or not listed below.

DATE THE WARRANTY BEGINS

The warranty begins on the date of the new home purchase, or in the case of home additions or renovations, on the date the installation is completed. The warranty is transferable to succeeding Homeowners for the remainder of the original warranty term, in which case the date the warranty begins shall continue without change.

WHAT IS COVERED?

The Manufacturer warrants to the Homeowner for a period of 50 years from the date the warranty begins that its properly installed Product will be free of failure as a result of defects in material or workmanship in manufacturing the Product.

WHAT THE MANUFACTURER WILL DO FOR YOU?

As long as (1) such a failure occurs within 50 years from the date the warranty begins and (2) the Homeowner promptly notifies the Manufacturer of the Product of that failure by contacting it through its 800 phone number listed below, the Manufacturer will correct that failure by repairing or replacing the Product within a reasonable time, without charge. This warranty is limited to the cost of repairing or replacing the Product, including installation.

DISCLAIMER OF LIABILITY FOR CONSEQUENTIAL AND OTHER DAMAGES

The Manufacturer does NOT warrant against failure:

- 1. of any product, parts, or systems that it has not manufactured
- 2. if the Product is used for purposes other than residential plumbing applications
- 3. caused by, contributed in whole or in part by, or resulting from, any of the following:
 - 1. improper installation
 - 2. abuse, such as, without limitation, vandalism
 - 3. natural disasters, such as, without limitation, flooding, windstorm and lightning
 - 4. attachments or modifications to the Product that the Manufacturer did not authorize
 - 5. external causes, where external, physical or chemical qualities produce damage to the Product, such as, without limitation, aggressive water or an unsuitable or hostile environment or
 - 6. any other cause beyond the Manufacturer's control. The Manufacturer shall NOT be liable under any circumstances for any other direct or any indirect, incidental or consequential damages of any kind.

THIS IS THE ONLY WARRANTY

This warranty is the only warranty for the Product provided by the Manufacturer, and is and shall be in lieu of any and all other warranties, express or implied, including but not limited to an implied warranty of merchantability, and of all other obligations or liabilities on the part of the Manufacturer. None of the Manufacturer's employees, and no other person or business, is authorized to make any other warranty on the Manufacturer's behalf covering the product.

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

HVAC/R COMMERCIAL PRODUCTS WARRANTY

This warranty is provided by Cambridge-Lee Industries, LLC. to owners ("Owner") of commercial, industrial and business property (the

"Property") in which copper tube "Products" manufactured by affiliated companies of Cambridge-Lee Industries LLC. have been installed for use with HVAC/R equipment. HVAC/R is defined as Heating, Ventilation, Air Conditioning and Refrigeration. This warranty is transferable to subsequent Owners of the Property during the warranty period.

"Products" are those products identified as "Copper Tube" in the Cambridge-Lee Industries LLC Product Catalog, published by Cambridge-Lee from time-to-time, when the Products are used with HVAC/R equipment. Cambridge-Lee Industries LLC warrants that for a period of ten (10) years from installation on the Property, the Products, when properly installed for use with HVAC/R equipment, will be free from defects in design and workmanship under normal conditions of use.

Provided (i) the Owner promptly notifies Cambridge-Lee of any Product failure by contacting Cambridge-Lee at the telephone number listed below, (ii) returns the claimed defective Product to Cambridge-Lee for inspection, and (iii) the Product is determined by Cambridge-Lee to be defective, Cambridge-Lee will repair or replace the Product, and will pay the Owner the lesser of actual documented costs of removal and reinstallation or \$5,000.00, whichever is less.

This warranty does not extend to:

- failures of any product, parts, or systems used in conjunction with the Product where such product, part or system was not manufactured by Cambridge-Lee;
- failures of copper fittings Products when used in conjunction with the copper tube of manufacturers other than Cambridge-Lee;
- failures where the Product is used other than in commercial, industrial or business applications;
- failures caused, in whole or in part, by improper installation; abuse; natural disasters, including but not limited to flooding, windstorm and lightening;
- attachments or modifications to the Product not authorized by Cambridge-Lee;
- failures caused by operation of the
- Product in an unsuitable or hostile environment; Product sold prior to the effective date
 of this warranty or after Cambridge-Lee publishes revised HVAC/R commercial warranty
 terms or;
- any other cause beyond Cambridge-Lee's control.

CAMBRIDGE-LEE EXPRESSLY DISCLAIMS ANY LIABILITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS IS THE ONLY WARRANTY PROVIDED BY CAMBRIDGE-LEE TO THE OWNER AND IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO AN IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.