

## WARRANTY TERMS

### INFINITY 20-YEAR LIMITED WARRANTY

#### Limited Warranty Coverage

Unless otherwise specified by the product seller in a separate written product warranty accompanying the product or specified in the seller's product catalogue (in which case such other product warranty shall control), AIGNEP USA ("AIGNEP") warrants to the End User (as defined below) that its INFINITY Fittings and Aluminum Tubes ("Products") shall be free from substantial defects in materials and workmanship for a period of twenty (20) years from the Installation Date (as defined below).

For purposes of this Warranty, "End User" shall mean the facility in which the Products are first installed; "Installation Date" shall mean the date on which the Products are first installed at the End User's facility.

#### Exclusions from Limited Warranty Coverage

This Warranty does not cover the following:

- Normal wear and tear;
- Damage or failure resulting from:
  - Use of any non-AIGNEP parts or components with the Products;
  - Use of unacceptable fluids with the Products (acceptable fluids are filtered and dried compressed air, vacuum and inert gases);
  - Failure to properly store, install, operate, use, or maintain the Products in compliance with AIGNEP's published specifications and instructions;
  - Intentionally bent, welded, twisted, or deformed tubes;
  - Alteration, abuse, misuse, neglect, or accident;
  - Installation in an inappropriate or aggressive environment (at a minimum, the Products must be installed and used in an environment that is compatible with aluminum, brass, and NBR seals);
  - Failure to protect the installation against mechanical shocks and vibrations;
  - Disaster (e.g., fire, flood, wind, freezing) or other causes beyond the control of AIGNEP; and
- Damage or alterations by third parties other than AIGNEP or an AIGNEP authorized representative.
- **FAILURE TO USE THE PRODUCTS IN ACCORDANCE WITH THE APPLICABLE INSTRUCTIONS AND GUIDELINES WILL VOID YOUR WARRANTY COVERAGE AND COULD CREATE A SAFETY RISK.** Actions that will void this Warranty include, but are not limited to, the following:
  - Use of non-genuine parts with the Products;
  - Use of the Products with water or other unacceptable fluids; and
  - Use of the Products in an unacceptable or aggressive environment.
- **INSTALLER MUST ADHERE TO ALL APPLICABLE PLUMBING, FIRE, AND BUILDING CODES. FAILURE TO DO SO WILL VOID THIS WARRANTY AND COULD CREATE A SAFETY RISK.**

#### Warranty Period

The Warranty Period runs for twenty (20) years from the Installation Date. Any replacement Products provided pursuant to this Warranty will not extend the Warranty Period—the Warranty Period for such replacement Products will run from the original Installation Date.

These Warranty terms apply to the End User only. Coverage under this Warranty terminates if the End User sells or otherwise transfers the Products, or if the End User sells or otherwise transfers the facility in which the Products are installed.

#### **What AIGNEP Will Do for Warranty Claims**

If, after inspecting the Products, AIGNEP determines that you have a valid warranty claim based on the terms set forth in this Warranty, AIGNEP will either (i) replace the Products, or (ii) in AIGNEP's sole and exclusive discretion, refund the amount that End User paid for such Products at the time of End User's original purchase.

#### **What You Must Do to Obtain Warranty Service**

To obtain Warranty service, you must provide written notice of your potential warranty claim to AIGNEP within ten (10) days of the time you discover, or should have discovered, the potential warranty claim. You must also provide documentation showing the date on which the Products were first installed at your facility. This written notice and documentation must be sent to AIGNEP via mail to the following address:

AIGNEP USA  
Attn: Service Department  
7121 Loblolly Pine Blvd.  
Fairview, TN 37062

#### **Limitation of Remedies**

UNDER NO CIRCUMSTANCES WILL AIGNEP BE LIABLE TO END USER OR ANY OTHER PERSON FOR INJURY OR DAMAGES OF ANY KIND WHEN THE PRODUCT IS MISUSED OR NOT USED IN ACCORDANCE WITH AIGNEP'S PUBLISHED SPECIFICATIONS AND INSTRUCTIONS.

THE ABOVE REMEDIES SHALL BE END USER'S SOLE REMEDIES UNDER THE TERMS OF THIS LIMITED WARRANTY. IN NO EVENT WILL AIGNEP'S LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCT. AIGNEP SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR INSTALLATION LABOR; LOSS OF PRODUCTION, PROFIT, OR REVENUE; LOST BUSINESS; OR BUSINESS INTERRUPTION.

#### **Implied Warranties**

EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS AND CONDITIONS, ALL IMPLIED WARRANTIES ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. IN PARTICULAR, AIGNEP MAKES NO WARRANTY REGARDING THE MERCHANTABILITY OF THE PRODUCTS OR THEIR SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED.