

## INFORMATION SHEET

# Warranty & Limitations of Liability

Subject to the conditions and limitations in this Limited Warranty, The Mosack Group, Inc. warrants to the owner of applicable real property in the United States (including its territories) and Canada that Apollo products, when properly installed in potable water piping systems and hydronic heating piping systems, under normal conditions of use, shall be free from failure caused by manufacturing defects for the applicable Warranty Period. This Limited Warranty is in effect for installations made after January 1, 2017 and applies strictly to products installed in the country which they were purchased.

Validation of the Warranty Period is required through proof of purchase. In the event that proof of purchase is unavailable, the Warranty Period initiation date shall default to the date of manufacture for each product. If the product suspected of a defect does not have a visible date of manufacture, a proof of purchase shall be required.

All products must be installed in accordance with all then applicable codes, good plumbing practice, in accordance with any local, state, provincial or federal requirements, and installed in a potable water or radiant heating application unless a non-potable water service is specifically described in published pertinent product literature.

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 Apollo products according to manufacturer's installation instructions will void all applicable warranties and may result in severe water damage.

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.

Product specific conditions of this Limited Warranty and the Warranty Period are detailed in the table entitled "Additional Product Specific Warranty Information".

Without limiting the foregoing, this Limited 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 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 The Mosack Group, Inc.; or (h) acts of nature such as earthquakes, re, flood or lightning.

Although The Mosack Group, Inc. provides a plumbing system to facilitate a complete installation, other manufacturers pipe and/or fittings may be installed in any given installation 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 Mosack Group, Inc. product in the given installation will continue to be covered under this Limited Warranty although limits on Warranty Period may apply. The Mosack Group, Inc. will be responsible only for proven defects in material or workmanship in The Mosack Group, Inc. products. Problems in products manufactured by another company should be reported to that manufacturer.

In order to be eligible for service under this Limited Warranty, it is the responsibility of the property owner to obtain and pay for repairs. Only if the warranty applies will The Mosack Group, Inc. be responsible for reimbursement under this warranty. The part or parts which you claim failed should be kept and The Mosack Group, Inc. contacted at the address below or by telephoning within thirty (30) days after the failure or leak and identifying yourself as having a warranty claim. You should be prepared to ship, at your expense, the product which you claim failed due to a manufacturing defect (including the original section of pipe still inserted), document the date of installation, proof of purchase, and the amount of any claimed bills for which you seek reimbursement. Products returned without shipping charges prepaid will be refused. Within a reasonable time after receiving the product, The Mosack Group, Inc. will investigate the reasons for the failure, which includes the right to inspect the product at The Mosack Group, Inc. and reasonable access to the site of damage in order to determine whether the warranty applies. The Mosack Group, Inc. will notify you of the results of this review. For questions or inquiries, call 1(888)229-2874.

In the event that The Mosack Group, Inc. determines that the failure or leak and any resulting damages were the result of a manufacturing defect in the products covered by limited warranties outlined below, The Mosack Group, Inc. will reimburse the property owner for reasonable repair or replacement charges to include drywall, flooring and painting costs, as well as damages to personal property, resulting from the failure or leak. Except as specified above or otherwise specifically authorized in writing by The Mosack Group, Inc., The Mosack Group, Inc. 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. Any change in property ownership after the first ten years will nullify any remaining warranty coverage. This shall constitute the sole and exclusive remedy for any defective product.

The Mosack Group, Inc. 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 The Mosack Group, Inc. has no control. This limitation applies even if The Mosack Group, Inc. 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. Any remaining warranty coverage may not be assigned or transferred after the period ending ten years following the installation. The Mosack Group, Inc. does not guarantee or in any way warrant the integrity or workmanship of the contractor/installer.

Other than this limited warranty, The Mosack Group, Inc. does not authorize any person or firm to create for it any other obligation or liability in connection with its products. This written warranty applies for the first 10 years of the applicable warranty regardless of any change of ownership in the property. Some states do not allow the exclusion or limitation of incidental or consequential damages or limitations on the duration of implied warranties in certain types of transactions, so the above exclusion or limitations may not apply to you.

**LIMITATION OF LIABILITY: THE MOSACK GROUP, INC. SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES SUCH AS, BUT NOT LIMITED TO, DAMAGES OR TO LOSS OF OTHER PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF PURCHASED OR REPLACEMENT GOODS, OR CLAIMS OF CUSTOMERS OF OUR INITIAL PURCHASER. THE REMEDIES OF OUR INITIAL PURCHASER, AND ALL OTHERS, SET FORTH HEREIN, ARE EXCLUSIVE, AND THE LIABILITY OF THE MOSACK GROUP, INC. WITH RESPECT TO SAME SHALL NOT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, EXCEED THE PRICE OF THE GOODS UPON WHICH SUCH LIABILITY IS BASED.**

This Limited Warranty and any claims arising from breach of contract, breach of warranty, tort, or any other claim arising from sale or use of The Mosack Group, Inc. products shall be governed and construed under the laws of the State of North Carolina. No action on the part of The Mosack Group, Inc. under this Limited Warranty shall be construed as an admission of liability of that the product is not for its intended use.

# Additional Product Specific Warranty Information

| Product Group   | Limited Warranty Period | Conditions  |
|---|-------------------------|---|
| Tectite by Apollo<br>Push-To-Connect Fittings   | Lifetime                | For exclusive use with:<br>PEX - ASTM F876/CSA B137.5<br>Copper - ASTM B 88 hard drawn copper tube K, L, & M<br>CPVC - ASTM D2846 or CSA B137.6<br>PE-RT - ASTM F2769 |
| Tectite by Apollo<br>Push-To-Connect Fittings in HDPE Applications  | 5 Years                 | For exclusive use with HDPE SDR-9 ASTM D2737.   |
| Tectite by Apollo Tools   | 5 Years                 | From date of purchase and when used in accordance with instructions.  |
| Tectite by Apollo Valves  | 5 Years                 | Must be installed per published installation instructions.  |
| Tectite by Apollo Accessories<br>(Connectors, supply stops, appliance outlet boxes, kits, manifolds, hoses, etc.) | 5 Years                 | Must be installed per published installation instructions.  |
| Apollo PEX<br>Brass Fittings & Copper Manifolds (PEX-B)   | 25 Years                | For exclusive use with:<br>PEX - ASTM F876/CSA B137.5<br>Copper Crimp Rings - ASTM F1807<br>Stainless Steel Pinch Clamps & Sleeves - ASTM F2098                       |
| Apollo PEX<br>Poly Alloy Fittings (PEX-B)   | 25 Years                | For exclusive use with:<br>PEX - ASTM F876/CSA B137.5<br>Copper Crimp Rings - ASTM 2159<br>Stainless Steel Pinch Clamps & Sleeves - ASTM F2098                        |
| Apollo PEX Pipe & Oxygen Barrier Pipe (PEX-B)   | 5 Years                 | For use with ASTM F2159 fittings.   |
| Apollo Expansion PEX<br>Fittings (PEX-A)  | 25 Years                | For exclusive use with PEX-A pipe.  |
| Apollo Expansion PEX<br>Pipe (PEX-A)  | 25 Years                | For exclusive use with ASTM F1960 fittings.   |
| Apollo PEX Tools<br>Expansion (PEX-A) and Crimp (PEX-B)   | 5 Years                 | From date of purchase and when used in accordance with instructions.  |
| Apollo Copper Push  | Lifetime                | Must be installed per published installation instructions.  |
| Apollo Valves   | 5 Years                 | Must be installed per published installation instructions.  |
| Blue Twisters   | 5 Years                 | Must be installed per published installation instructions.  |
| Sprint and Flexi-Adapters   | 5 Years                 | Must be installed per published installation instructions.  |
| Apollo and Apollo Flow  | 5 Years                 | Must be installed per published installation instructions.  |



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[www.apolloflow.com](http://www.apolloflow.com)