



WARRANTY

Stream33 Products LLC (Stream33) warrants that its PEX Tubing, F1960, F1807, F2159 Fittings shall be free from defects in material and workmanship under normal use and service FOR TWENTY FIVE (25) YEARS. By accepting and keeping this Product you agree to all of the warranty terms and limitations of liability described below.

In the event of such defects within the warranty period, Stream33 will, at its option, replace or recondition the product without charge.

WHAT IS NOT COVERED?

This remedy shall be effective only if the product was installed in accordance with supplied instructions, common installation or use practices and existing building and plumbing codes and legal requirements; has not been subjected to misuse or abuse; was at all times used in a manner consistent with its intended use; was at all times used in installations and environments acceptable to its material and design specifications; was never modified, altered or repaired by anyone other than Stream33; was properly subjected to and passed common testing methods (including pressure testing for potable water and drainage systems) immediately after the product's installation and before the product is put into service; was not damaged by freezing, corrosion, exposure to ultraviolet light, degradation or other adverse water, atmospheric or other natural conditions; was never subjected to improper protection during the installation or exposure to water pressures or temperatures outside acceptable operating conditions.

In addition, Stream33 shall not be responsible for any incidental, special or consequential damages, including without limitation, lost profits or the cost of repairing or replacing other property which is damaged, other costs resulting from labor charges, delays, vandalism, negligence, fouling caused by foreign material, chemical or any other circumstances over which the Seller has no control. This warranty excludes all costs arising from routine maintenance, including the replacement of any parts required by such maintenance and the replacement of parts required by normal wear and tear.

At the option of Stream33, if it is determined that (i) property damage resulted directly from a failure or leak caused by product defects within the first ten (10) years of the applicable warranty period; (ii) reasonable steps were taken by the claimant to mitigate the damage due to failure; and (iii) the damage was caused solely by the failure of the product(s) covered by this warranty, then at its sole discretion, Stream33 may, but is not obligated to, elect as the claimant's sole and exclusive remedy to reimburse reasonable out-of-pocket, third-party costs paid by claimant for repair or replacement of damaged property, including painting, flooring, drywall or other damage caused solely by product failure. Stream33 will not pay for related expenses, including but not limited to, transportation and relocation, labor or repair costs associated with removal of defective product, loss of revenue and/or profits, personal property damage, mold damage, or installation of replacement products.

Stream33 also reserves the right to modify, alter or improve its product, or parts thereof, at any time without incurring an obligation to notify or modify, alter, improve or replace any product, or parts thereof, previously sold. If, on any occasion, Stream33 waives any term or condition, this waiver is not to be construed as a continuing waiver.

HOW TO OBTAIN WARRANTY SERVICE

Contact our warranty department at 740-314-1277 to report the defect. Return failed product with proof of purchase, your name, and address within 30 days of failure to:

Stream33 Products LLC
350 Courtney Road
Sebring, Ohio 44672 USA

LIMITATION OF LIABILITY

Stream33's liability on any claim of any kind, including, without limitation, warranty, negligence and/or breach of contract, shall in no case exceed the purchase price paid by the Customer. IN NO EVENT SHALL STREAM33 BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, DAMAGE TO PROPERTY) OR PUNITIVE DAMAGES, DAMAGES IN THE NATURE OF PENALTIES OR SIMILAR OR RELATED DAMAGES OF ANY KIND.

DISCLAIMER OF WARRANTIES

STREAM33 EXPRESSLY DISCLAIMS ALL WARRANTIES, EXCEPT AS EXPLICITLY STATED HEREIN, TO THE FULLEST EXTENT PERMITTED BY LAW, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. THIS DISCLAIMER INCLUDES ANY ORAL WARRANTIES OR REPRESENTATIONS MADE OR IMPLIED BY ANY AGENT, EMPLOYEE, SUBCONTRACTOR, MANAGER, DIRECTOR AND/OR REPRESENTATIVE OF STREAM33.

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