Limited Warranty Viega MegaPress[®]

Subject to the conditions and limitations in this Limited Warranty, Viega LLC (Viega) warrants to end users, installers, and distribution houses that its Viega MegaPress metal press fittings including MegaPress, MegaPress FKM, MegaPress 304 FKM, MegaPress 316, and MegaPress 316 FKM (Viega Product) with application appropriate sealing element when properly installed in non-industrial and non-marine applications and under specified operating conditions of use shall be free from failure caused by manufacturing defects for a period of fifteen (15) years from date of installation. MegaPress valves, when properly installed and under normal conditions of use, will be free of failure from manufacturing defects for a period of five (5) years from date of installation.

Under this Limited Warranty, you only have a right to a remedy if the failure or leak resulted from a manufacturing defect in the Viega Product and the failure or leak occurs during the warranty period. You do not have a remedy under this warranty and the warranty remedy does not apply if the failure or any resulting damage is caused by (1) components other than those manufactured or sold by Viega, such as black iron pipe; (2) not designing, installing, inspecting, testing, or maintaining the Viega Product in accordance with Viega's installation and product instructions in effect at the time of installation, and other specifications and approvals applicable to the installation; (3) use of Viega Product under non recommended system operating conditions, improper handling, and protection of the Viega Product prior to, during, and after installation, inadequate freeze protection, or exposure to environmental conditions not recommended for the application; or (4) acts of nature, such as, but not limited to, earthquakes, fire, or weather damage.

In the event of a leak or other failure of the Viega Product covered by this warranty, it is the responsibility of the end user to take appropriate measures to mitigate any damage, to include making timely repairs. Only if the warranty applies will Viega be responsible for the remedy under this warranty. The part or parts which you claim failed should be kept and Viega contacted by writing to the address below or telephoning 1-800-976-9819 within thirty (30) calendar days after the leak or other failure 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, and document the date of installation and the amount of the repair or replacement if performed by you. Within a reasonable time after receiving the product, Viega will investigate the reasons for the failure, which includes the right to inspect the product at a Viega location and reasonable access to the site of damage. Viega will notify you in writing as to the results of its review.

In the event that Viega determines that the failure or leak was the result of a manufacturing defect in the Viega Product covered by this warranty and this warranty applies, the EXCLUSIVE AND ONLY REMEDY under this warranty shall be the reimbursement for reasonable charges for repair or replacement of the Viega Product itself. VIEGA SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR OTHER DAMAGE (FOR EXAMPLE, ECONOMIC LOSS, WATER OR PROPERTY OR MOLD REMEDIATION) UNDER ANY LEGAL THEORY AND WHETHER ASSERTED BY DIRECT ACTION, FOR CONTRIBUTION OR INDEMNITY OR OTHERWISE.

THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ANY STATUTE OF LIMITATIONS RELATING TO SUCH WARRANTIES. Other than this Limited Warranty, Viega does not authorize any person or firm to create for it any other obligation or liability in connection with its products.

This Limited Warranty gives you specific legal rights and you also may have other rights which may vary from state to state. This warranty shall be interpreted and applied under the law of the state in which the product is installed and is intended as a COMMERCIAL WARRANTY.



This document is subject to updates. For the most current Viega technical literature, please visit <u>www.viega.us</u>.



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