



Niron Limited Warranty

For non-industrial and non-chemical installations

Nupi Americas, Inc. (“Nupi Americas” or “Nupi”) warrants that products sold by it which are included in its Niron Piping System (“Niron”) shall be free from material, functional defects in materials and workmanship caused by Nupi for a period of thirty (30) years from the date of sale, excluding valves, gaskets, O-rings and backing rings. Products other than pipes and fittings shall be free from material, functional defects in materials and workmanship caused by Nupi for a period of one (1) year from the date of sale. Notwithstanding the foregoing, all such products must be properly installed in accordance with the specifications and published instructions of Nupi Americas by qualified installers who have been trained by Nupi Americas or its authorized representatives, and as further set forth below.

- i. In hot potable water systems where Niron Clima PP-RCT pipe is installed with an SDR that is thinner than SDR 7.4, the warranty will be null and void.
- ii. In hot potable water systems where the process conditions of the hot water are outside a normal range—temperatures greater than 140°F and/or free chlorine at levels greater than 2.0 ppm—the warranty shall be null and void.
- iii. In industrial piping systems or systems involving the transportation of chemicals of any kind in Niron Clima PP-RCT, CoolPro, or AllPro piping systems, the warranty specifically excludes damage because of the chemicals acting upon the materials.

In compressed air systems piping where Niron Clima PP-RCT pipe is installed with an SDR that is thinner than SDR 7.4, the warranty for the entire system shall be null and void.

The warranty contained herein shall become immediately null and void, and Nupi shall bear no responsibility or liability for any failure, defect, or damage to Niron product arising from or relating to any of the following occurrences with respect to such Niron product—if such Niron product(s):

- i. Are employed in applications not recommended by Nupi Americas.
- ii. Are installed by anyone other than an installer trained by either Nupi Americas or its authorized representatives.
- iii. Were installed in a manner which fails to comply with written installation instructions of Nupi Americas, or Nupi Americas Training Program.
- iv. Were installed in a manner that does not comply with commonly accepted installation or use practices, or the applicable building and plumbing codes and legal requirements.
- v. Were not at all times utilized in a manner consistent with its intended use.
- vi. Was not at all times used in installations and environments acceptable to its material and design specifications.
- vii. Was modified, altered, or repaired by anyone other than Nupi Americas, its distributors or other authorized representatives.
- viii. Was not properly subjected to and passed common testing methods (including pressure testing recommendations of Nupi Americas and the authority having local jurisdiction) immediately after the product’s installation and before the product is put into service. The building owner and contractor



- are responsible for storing copies of the pressure test reports to provide proof of pressure test completion should a leak occur and/or a product claim be made.
- ix. Did not otherwise comply with all checks necessary to ensure sound welds, including but not limited to:
 - a. Proper preparation in accordance with Nupi's published training and installation procedures.
 - b. Visual inspection of Niron products and joint surfaces prior to welding.
 - c. Verification and compliance with applicable welding parameters, including temperature, pressure, timing, and ambient conditions.
 - d. Visual inspection of completed welds for conformity and defects.
 - e. Pressure testing of the system after welding and prior to being placed into service.
 - x. Where installed or stored in direct exposure to UV if the installed Niron piping system is other than CoolPro or AllPro.

Where the claimed failure, defect, or damage involves a leaking Nupi electrofusion machine or joint, this warranty does not apply or is otherwise null and void unless the fusion data is provided to Nupi. The required fusion data for a joint leak is:

- i. Fusion records from the machine.
- ii. Clear indication of the leaking joint's fusion number, as well as the last three digits of the machine's serial number used to fuse the joint.

If any Niron product is proven to be eligible for the warranty contained herein during the applicable warranty period, the sole and exclusive remedy shall be either: repair and replacement, or a refund. If the purchaser of Niron product elects to have Nupi repair and replace Niron product with another Niron product, Nupi shall repair and replace the product at Nupi's reasonable expense. If, however, the purchaser of Niron product does not make the aforementioned election, the purchaser's sole remedy shall be a refund of the purchase price paid for any proven, eligible non-conforming Niron product. This is the sole remedy and Nupi's entire liability for the breach of any warranty relating to Niron products.

To qualify for a warranty remedy described in the previous paragraph, you must contact Nupi Americas within a reasonable time after discovering the defect or other non-conformity and within the warranty period and receive written authorization for the elected remedy from an authorized Nupi Americas' representative.

Nupi Americas limits its warranty to its piping, valves and accessories, fittings, manifolds, and field connections that are properly made in accordance with the written instructions of Nupi Americas by an installer who is trained by Nupi Americas or its authorized representatives, subject to the other limitations described above. The metal portion of metal transition parts are not included in these warranties and are instead subject to a separate limited lifetime warranty from the original manufacturer that is available upon request. Evidence of tampering, mishandling, misuse or abuse, neglect, accidental damage, freeze damage or unauthorized repairs that cause damage to Nupi Americas' warranted products will void any warranty coverage for those products.



Nupi Americas provides a complete plumbing system offering so that it is possible to complete an installation with Nupi Americas' products; however, it is possible that other manufacturers' piping and/or fittings may be installed in any given installation. Provided that the piping and/or fittings are manufactured to the same ASTM and CSA standards governing Niron's products and have been certified by a recognized third-party testing agency, Niron product in the given installation will continue to be covered under this warranty.

In the event of a system malfunction or leak, Nupi Americas will be responsible for proven, eligible defects in the material or workmanship in the Nupi Americas Niron product(s) only. Other piping and/or fitting manufacturers' components installed within the failed system, and/or any other damage or harm outside Niron product itself, are not covered by this warranty. Products manufactured by another company should be reported to that manufacturer for its warranty response.

EXCEPT FOR THE LIMITED WARRANTIES SET FORTH ABOVE, Nupi MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO NIRON OR ANY OTHER PRODUCTS OR GOODS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.