



WARRANTY

Stream33 Products LLC (Stream33) warrants to the ORIGINAL CONSUMER PURCHASER that its PEX Tubing shall be free from defects in material and workmanship under normal use and service FOR TWENTY FIVE (25) YEARS. This warranty cannot be transferred - it is extended only to the original Purchaser or First User of the Product. 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, 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.

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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