

# ProPress® Warranty



## **VIEGA LLC LIMITED WARRANTY PROGRESS® FITTINGS AND VALVES**

Subject to the conditions and limitations in this Limited Warranty, Viega LLC (VIEGA) warrants to wholesalers and licensed plumbing and mechanical contractors in the United States and Canada that its PROGRESS fittings, when properly installed in non industrial and non marine applications and under normal conditions of use, will be free of failure from manufacturing defect for a period of fifty (50) years from date of installation and that its PROGRESS valves, when properly installed in non industrial and non marine applications and under normal conditions of use, will be free of failure from manufacturing defect for a period of two (2) 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 products covered by this warranty and the failure or leak occurred during the warranty period. You do not have a remedy under this warranty and the warranty does not apply if the failure or any resulting damage is caused by (1) components other than those manufactured or sold by Viega; (2) not designing, installing, inspecting, or testing the ProPress fittings or valves in accordance with Viega's installation instructions in effect at the time of the installation; applicable code requirements; and accepted industry practice; (3) improper handling and protection of the product prior to and during installation, inadequate freeze protection, exposure to water pressures or temperatures or in applications outside acceptable operating conditions; (4) acts of nature such as, but not limited to, earthquakes, fire, flood, or lightning, or (5) external environmental causes, such as water quality variations, aggressive water, or other external chemical or physical conditions.

In the event of a leak or other failure of the parts covered by this warranty, it is the responsibility of the property owner to obtain and pay for 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 1-877-843-4262 within thirty (30) 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. 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 Viega. Viega will notify you in writing of 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 part covered by this warranty and that this warranty applies, the **EXCLUSIVE AND ONLY REMEDY** under this warranty shall be the reimbursement for repair and/or replacement of the part. **VIEGA SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR OTHER DAMAGE (FOR EXAMPLE, 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. If a limited warranty shall be found to apply, such warranty is limited to four years. 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.

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