

PHILMAC PTY LTD. LIMITED WARRANTY STATEMENT FOR NORTH AMERICA



The connection you can trust.

We, Philmac Pty Ltd. ("Philmac") of 53-59 Deeds Road, North Plympton, South Australia 5037, Australia (Telephone +61 (8) 8300 9200; email philmac@philmac.com.au), provide the following Limited Warranty on all products manufactured by Philmac and sold in North America ("Products"):

1. Philmac warrants that its Products are, at the time of their sale by Philmac, free from defects resulting from Philmac's faulty manufacturing.
2. This Limited Warranty is valid only for the period of ten (10) years from the date of the sale by Philmac of the Product alleged to be defective and will only apply if all of the following conditions are met:
 - a. Product installation must have been performed strictly in accordance with local plumbing and building codes, state of the art industry standards and plumbing practices, in conformance with all applicable laws and regulations and in accordance with the applicable Installation Manual and Technical Information available from Philmac at the time of installation;
 - b. Product must have been used only in applications and under conditions (handling, installation, testing, use, temperature, vibration, maintenance, repairs, etc.) that are strictly in compliance with the Installation Manual and Technical Information available from Philmac at the time of installation;
 - c. The alleged defect must not be due to faulty installation, misalignment of Products, vibration, ordinary wear and tear, corrosion, erosion, U.V. degradation, incompatible lubricants, pastes and thread sealants, unusual pressure surges or pulsation, water hammer, temperature shocking, or fouling;
 - d. Product must have not been damaged, altered or modified after leaving Philmac's premises, and must have been used in no more than one installation, show no evidence of tampering, and have not been subjected to abnormal operating conditions, accident, abuse, misuse, unauthorized alteration, or repair;
 - e. Product must not have been subject to acts of nature such as earthquakes, fire, flood, or lightning, or any other event of force majeure;
 - f. Product must not have been subject to freezing inside any of its components; and
 - g. Claimant must notify Philmac in writing within ten (10) days of when the defect was discovered, or should have been discovered in the exercise of ordinary care, and the allegedly defective Product must be promptly returned to Philmac. Notice of a Product potentially in breach of this Limited Warranty must be directed to Philmac at the above address. Claimant must provide proof of purchase, documentary evidence of failure, as well as the failed components of the Products themselves or representative samples of Product that is alleged to have failed, and must agree to allow a meaningful and reasonable opportunity for Philmac to inspect the system in which the alleged defective Product was installed.
3. Philmac will, at its entire discretion, repair, replace, or refund, including shipping charges at the original point of delivery, any Product which is found to breach this Limited Warranty. Any Product replacement will be replaced with a Product of the same type and size as the Product found to be in breach of the Limited Warranty. All warranty claims for Product against Philmac must be brought within the warranty period. Items repaired or replaced under warranty are warranted only for the remainder of the original warranty period.
4. Any liability in respect to the Products is strictly limited to their replacement as specified above and there shall not, in any event, be any liability for any labour charges or other damages or for any other claim for incidental, consequential, special or punitive damages.
5. Without limiting the generality of the foregoing, any liability or responsibility is disclaimed:
 - a. for labour, materials, and/or other expenses required to replace a Product;
 - b. for any damage to a person or property caused by a Product;
 - c. for expenses to repair any damage resulting from the use of a Product;
 - d. for calculations, product drawings, or engineering design specifications;
 - e. regarding the accuracy of any plans, drawings, or specifications furnished to the purchaser as part of the sale of any of its Products;
 - f. for loss or damage resulting from failure to abide by Philmac's warnings, safety instructions, or other precautionary guidelines.
6. Any liability of Philmac, whether in contract or in tort (including negligence) or otherwise, with respect to or arising out of the sale, delivery, installation, repair or use of any Product shall not in any event exceed the purchase price of the Product found to be in breach of the Limited Warranty. It is the responsibility of the claimant to obtain and pay for emergency repairs.
7. THE EXPRESS WARRANTIES SET FORTH IN THIS LIMITED WARRANTY ARE IN LIEU OF, AND PHILMAC DISCLAIMS, ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE PRODUCTS OR ANY PART THEREOF, INCLUDING WITHOUT LIMITATION ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT PHILMAC HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. IN ADDITION, PHILMAC EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY PERSON OTHER THAN THE PURCHASER WITH RESPECT TO THE PRODUCTS OR ANY PART THEREOF.
8. No statement, conduct, or description by Philmac, its affiliates, their respective representatives, distributors or its agents, in addition to or beyond this Limited Warranty, shall constitute a warranty. This Limited Warranty may only be modified in a writing signed by an officer of Philmac. Philmac neither assumes nor authorizes any person to assume for Philmac any other obligation or liability in connection with the sales of its Products.
9. THIS LIMITED WARRANTY REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS. Any dispute, claim, or controversy arising out of or relating to the terms or effect of this Limited Warranty shall be resolved exclusively by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, applying the internal law of the State of New York, USA as the governing law of the dispute. The arbitration shall be held in New York, New York. The obligation to arbitrate shall extend to any affiliate, subsidiary, officer, employee, shareholder, principal, agent, trustee in bankruptcy, or guarantor of a party making or defending any claim hereunder. Except for the arbitrator(s)' fees and costs, which shall be shared equally by the parties unless the arbitrator(s) for good cause determine otherwise, each party shall be responsible for paying its own fees and costs (including attorneys' fees) incurred in connection with the arbitration. The arbitral award must be consistent with the provisions of this Limited Warranty and shall be exclusive, final, and binding upon the parties, and enforcement of the award may be carried out in any court or other body of competent jurisdiction.

