



aquatherm

state of the pipe

EXPLANATORY COMMENTS ON THE AQUATHERM GMBH WARRANTY

1. Foreword

Thank you very much for making the decision to use a product from aquatherm GmbH, Germany (herein referred to as "aquatherm"). With more than 40 years of experience in the international plastic pipes market, and our trendsetting innovations, we have the expertise needed to offer you engineered piping solutions made in Germany.

The trust placed in the quality of our products has motivated us to offer all pipes and molded, fabricated, machined, and/or assembled parts with a 10-year warranty instead of the standard 2-year warranty required by German law. This extended time covered by warranty is backed by a comprehensive insurance policy from a leading insurance company for our line of business (Zurich Insurance). The warranty period will begin on the date the pressure test has been successfully completed.

2. Scope of warranty

The aquatherm warranty protects you from financial loss proven to be caused by material defects, manufacturing defects and / or aquatherm's consulting/engineering services. The warranty coverage shall apply for the following product groups:

aquatherm green pipe (fusiotherm and aquatherm-ISO) aquatherm blue pipe (climatherm and aquatherm-ISO) aquatherm red pipe (firestop)
aquatherm black system (climasystem)
aquatherm lilac pipe (aquatherm lilac)
aquatherm orange system (aquatherm - heating systems) aquatherm grey pipe (aquatherm SHT system)

assemblies fabricated by aquatherm from these product groups

2.1 What is covered by the aquatherm warranty?

The aquatherm warranty covers three aspects of damages: property damage, financial loss and personal injury.

2.1.1 What is property damage?

The damage to or destruction of a tangible item as a result of a defective product (e.g. classic water damages as a result of a leak). As a result of this, the suitability of the tangible item to fulfill its actual purpose is impaired. The term property damage is used if tangible items are damaged or destroyed. Considerable costs can be incurred as a result of property damage, such as renovation costs, repair costs or replacement costs.

2.1.2 What is meant by financial loss?

Financial loss may either be out-of-pocket loss or loss of business. Out-of-pocket financial loss is for example the costs of removing products and installing replacements after damage. Loss of business is the financial disadvantage suffered by an injured party as a result of a damaging event (e.g. lost income as a result of renovations following property damage)

2.1.3 What is meant by personal injury?

If a person suffers physical injury, this is known as personal injury. For the purposes of this document, the coverage of personal injury means the direct medical costs incurred as a result of the injury.

3. What is not covered?

Costs related to the damages incurred such as a result of:

- Non-compliance with the operating parameters defined and specified by aquatherm as found in aquatherm's technical documents. In cases of doubt, contact your local aquatherm manufacturer's rep. Exceptions must be provided for, in writing, by a member of aquatherm's engineering team.
- Joints which were not made in accordance with the aquatherm guidelines, including but not limited to: improper fusion technique, use of contaminated materials or tools, use of faulty or unsuitable tools, use of damaged materials or tools, or any connection made by an installer without the proper aquatherm training and qualification.
- Improperly assembled connections to other pipeline systems and I or components (threads, flanges, stubs, mechanical joints not intended for use with aquatherm PP piping etc.).
- All sealing elements used in the product lines manufactured by aquatherm.
- Systems with defective pipeline sections or fittings that were not subjected to the aquatherm pressure test or alternative testing approved by aquatherm prior to start-up.
- Damage to our products caused by incorrect handling after the material has left aquatherm's possession.
- Time delay, caused by incorrect planning, delivery problems and I or incorrect orders.
- The copper and gasket portion of the PP-R to copper transition fittings. The non-polypropylene portions of these fittings are manufactured, assembled, and warranted by Sioux Chief Manufacturing.

Note: This list only includes the most prominent examples. Other circumstances, which compromise the integrity of the products, may also jeopardize the coverage.

4. How is the amount of compensation under the aquatherm warranty determined?

In the event of a material failure, samples of the damaged/faulty product are collected by Aquatherm NA for examination and analysis. Working in collaboration with aquatherm GmbH and the injured party, aquatherm will identify the cause of the damage, and call in external bodies (test institutes, laboratories, assessors, etc.) as needed. If the damage has been caused by a material and / or manufacturing defect or by aquatherm's consulting/engineering services, Zurich Insurance shall quantify the compensation claim for damages. All expenditures associated with the damages for this claim must be verified/recorded in detail and in a verifiable format as a required measure.

5. How much is the maximum coverage?

Property damage, personal injury and financial loss is covered for the sum of € 20 million per insurance claim. Total coverage for all claims made in a year is a maximum of € 40 million.





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6. Why is the coverage stated in Euro?

The insured manufacturer, aquatherm, as well as the insurer, Zurich Insurance, are both based in the EU, so that their agreements are issued in Euros (€). Since exchange rates fluctuate, the exchange rate current on the date of compensation shall apply.

7. What is the channel of communication for notifying claims under warranty and making inquiries about them?

Warranty claims have to be made to aquatherm via the national aquatherm GmbH partners. All justified warranty claims will only be handled by Zurich Insurance plc. Deutschland. The Zurich branch offices outside Germany will not generally be involved in such claims. Information about the progress of the claim will only be released by aquatherm. Zurich Insurance will not respond to direct inquiries by injured parties with regard to claims as they are subject to the obligation of non-disclosure.

8. Legal note

The parties to the underlying insurance coverage policy are exclusively aquatherm and Zurich Insurance plc. Deutschland. If a discrepancy or conflict arises between this document and the underlying insurance policy, the latter shall in all cases prevail.

9. Information about avoiding damage

I) **Manufacture under certified quality level**

As a trusted manufacturer, aquatherm works to a certified quality standard (ISO 9001); constant internal quality controls are part of the daily routine. In addition to this, all employees are integrated into quality program. As a result of this, products failing to comply with our high standards are quickly identified and removed from our product range.

II) **Preventing damage caused by incorrect handling**

Our products must be handled conscientiously and carefully when they are delivered from our production plants. Experience shows that most damage is caused in transit, storage and/or when working on site. At this point we would draw close attention to the fact that correct handling contributes to maintaining the product quality.

III) **Work is to be carried out by trained installers**

Installation defects are easy to avoid. Our training courses teach the correct techniques in detail for working with our products. In doing so, particular importance is attached to work being carried out attentively and with care. The work of installers trained by us or our certified trainers is much more reliable and carried out much more efficiently.

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