

SAMPLE!



Limited Warranty

WARRANTY CERTIFICATE

Roth Plumbing Systems

Roth Industries, Inc., warrants to its clients "that the Roth PEX-tubing and other components listed in this publication, used for Roth Plumbing applications, sold hereunder shall be free from defects in material and workmanship and that the components will conform to specifications stated in Roth Product and Design Manual. This Limited Warranty shall expire twenty-five (25) years for the Roth PEX-tubing, and five (5) years for the other components described in this publication and used for domestic water applications, from date of shipment by Roth Industries, Inc., unless otherwise specified in writing. Roth Industries, Inc., further warrants that products listed are compatible with each other but, at the same time, disclaims warranty for claims related to compatibility with non-Roth products.

Components sold under this Limited Warranty must (1) be selected, designed, and installed according to the instructions in the Roth Product and Design Manual using appropriate trade workmanship and according to the local building code(s). (2) remain in their originally installed location, (3) are connected to appropriate water and power supplies, and (4) show no evidence of tampering, mishandling, neglect, accidental damage, modification, or repair without the approval of Roth Industries, Inc., or damage done to the product by anyone other than Roth Industries, Inc.

Roth Industries, Inc.'s sole obligation hereunder shall be, at its option, to issue credit, repair or replace any component or part thereof which is proved to be other than as warranted. No allowance shall be made to clients for transportation of labor charges unless such charges are authorized in writing in advance by Roth Industries, Inc. Any repairs without the express written consent of Roth Industries, Inc., shall render this Limited Warranty invalid.

Warranty claims must be received by Roth within the applicable warranty period and within thirty (30) days from the cause for the claim occurred or was discovered. Upon receipt of prompt notice of a warranty claim, Roth Industries, Inc., shall have ten (10) business days in which to determine whether it acknowledges responsibility for any asserted defects in material or workmanship and the appropriate action to be taken.

This Limited Warranty and any claims arising from the breach of warranty, or any other claim arising hereunder, shall be governed and construed under the laws of the State of Delaware. No other persons than Roth Industries, Inc., employees have any express or implied authority to bind Roth to any agreement or warranty of any kind without the express written consent of Roth Industries, Inc.

Disclaimer of Warranties:

ROTH INDUSTRIES, INC, DISCLAIMS ANY WARRANTY NOT PROVIDED HEREIN INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS OR A PARTICULAR PURPOSE. IT IS EXPRESSLY UNDERSTOOD THAT ROTH INDUSTRIES, INC., IS NOT RESPONSIBLE OR ANY CONSEQUENTIAL OR OTHER DAMAGES THAT MAY ARISE FROM USING ROTH SYSTEM COMPONENTS. DAMAGE RESULTING FROM WATER FREEZING IN THE TUBING DOES NOT CONSTITUTE A DEFECT IN MATERIAL OR WORKMANSHIP, AND SHALL NOT BE COVERED BY THIS WARRANTY.

ROTH TUBING MAY NOT BESTORED IN DIRECT SUNLIGHT FOR ANY PERIOD LONGER THAN THREE WEEKS OR THIS LIMITED WARRANTY BECOMES INVALID. ROTH INDUSTRIES, INC., DISCLAIMS ANY SATUTORY OR IMPLIED WARRANTY OF HABITABILITY. ROTH INDUSTRIES, INC., FURTHER DISCLAIMS ANY RESPONSIBILITY FOR LOSSES, EXPENSES, INCONVENIENCES, SPECIAL, INDIRECT, SECONDARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM OWNERSHIP OR USE OF THE ARTICLES SOLD HEREUNDER.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF.