

# 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 nearly 50 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. The warranty period will begin with the date of delivery by aquatherm GmbH, but only comes valid with the successful pressure test, which must be carried out and documented in accordance with the aquatherm specification.

## 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 und aquatherm ISO)
- aquatherm blue pipe (climatherm und 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 dama-

ging 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.
- Non-compliance with the installation guidelines as set out in the aquatherm Catalogue, with emphasis to the required installation of aquatherm propriety clipping or other compatible with aquatherm piping.
- Non-compliance with respective National Plumbing Standards and Regulations.
- 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 sound knowledge of the aquatherm connection techniques and their processes.
- Improperly assembled connections to other pipeline systems and/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.
- Tools and accessories sold by aquatherm GmbH are covered for the warranty period by law under the statutory warranty provisions.
- 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.
- Damage caused or exacerbated by copper in the water resulting from erosion/corrosion or other degradation of copper components in a domestic hot water recirculating system.
- Time delay, caused by incorrect planning, delivery problems and/or incorrect orders.
- Damage caused by entrained air, cavitation and pressure fluctuations.

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

## Erläuterungen zur Gewährleistung der aquatherm GmbH

### 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 the national aquatherm partner to forward them to aquatherm GmbH for examination and analysis. Working in collaboration with 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, the underwriter 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?

For the first 5 years of the warranty period, 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. For years 6-10 of the warranty period, these coverage amounts are €8.5 and €17 million respectively. Sublimit for losses on designed projects (Professional Indemnity) €2 million and €6 million for all losses in the annual aggregate.

### 6. Why is the coverage stated in Euro?

The insured manufacturer, aquatherm, as well as the insurer, 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. Information about the progress of the claim will only be released by the aquatherm partner or aquatherm GmbH.

### 8. Legal note

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 a quality assurance 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 qualified 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 aquatherm partners is much more reliable and carried out much more efficiently.

**For a safe connection, we recommend using only aquatherm PP products in a piping system. Mixing with other PP piping systems should be avoided.**

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