

14. Warranty. (a) The Seller warrants that the items sold hereunder shall be free from defects in material or workmanship at the time of shipment by the Seller. The Seller warrants that if within 12 months of delivery of the goods to the Buyer the Buyer returns immediately to the Seller's premises any of the said goods which the Buyer believes to be defective, carrier paid, properly packed and clearly marked with the Buyer's full name and address and any other information such as serial numbers which may be necessary to enable the goods to be identified, together with a complete description of the respects in which it is alleged that the goods are defective, they will be repaired or new goods will be supplied in exchange and the goods so repaired or such new goods will be delivered to the Buyer free of charge at the Seller's premises provided that the foregoing warranty shall only be applicable if upon demand by the Seller, the Buyer proves to the Seller's satisfaction: (i) that the defect was due solely to defective workmanship; (ii) that no alterations or repairs have been made to the goods except with the Seller's written consent; (iii) that the defect was not caused by any act of the Buyer or its agents; and (iv) that the defect was not caused by any matter beyond the reasonable control of the Seller, including, without limitation, accident or normal wear and tear. (b) For John Guest PEI, MWI and PSEI Series Plumbing products and Speedfit PEX Pipe only, the warranty period contained in sub-paragraph (a) may be extended to 300 months (25 years) from date of delivery of the goods to the Buyer provided that, in addition to all other requirements, Seller's products are: (i) used in domestic plumbing applications; (ii) Installed by a Licensed Contractor, Plumber or qualified equipment installation professional; and (iii) Installed and operated in accordance with published John Guest technical specifications. (c) All costs and expenses, including freight charges, customs duties, and insurance incurred in returning the goods to the Seller's premises in accordance with this provision shall be paid by the Buyer. The benefit of this warranty shall not be assignable by the Buyer. (d) The warranty contained in sub-paragraphs (a) and (b) above does not extend to any goods not manufactured by the Seller even though supplied by the Seller nor does it extend to any second-hand or reconditioned goods nor does it extend to components manufactured by the Seller but installed, attached or welded by the Buyer or his customer on equipment not manufactured by the Seller. Goods not manufactured by the Seller carry only the warranty (if any) of their makers and the Buyer is entitled to the benefit thereof only so far as the Seller has the power to transfer it. (e) This warranty comprises the sole and entire warranty pertaining to items provided hereunder; the Seller makes no other warranty, guarantee, or representation of any kind whatsoever. All other warranties, including but not limited to, merchantability and fitness for purpose, whether expressed or implied, or arising by operation of law, trade usage, or course of dealing are hereby disclaimed. (f) Notwithstanding the foregoing, there are no warranties whatsoever on items built or acquired wholly or partially to the Buyer's designs or specifications.