



PYROTENAX

LIMITED PRODUCT WARRANTY EXTENSION

To underline our confidence in the quality of our products, Pentair now offers an extended product warranty program (EU0194).

The same warranty conditions apply as described in the standard warranty program, but in this case extended to cover a **30 year period**.

This extended warranty is only valid for products purchased and installed within following countries: EU, EFTA, Bahrain, Saudi Arabia, UAE, Qatar, Kuwait, Oman, India after September 24th, 2015 and **the installation is completed by a trained and certified Pyrotenax Installer**.

A THIRTY (30) YEAR LIMITED WARRANTY FROM DATE OF PURCHASE IS AVAILABLE ON THE FOLLOWING PRODUCTS:

| Brand | Type | Products |
|-----------|-----------------------|---|
| Pyrotenax | Fire Resistant Wiring | Mineral insulated cables and their terminations with a rated voltage not exceeding 750V |
| | Components | Associated components and accessories |

To benefit from this extended product warranty, the customer must complete and retain the Commissioning Record(s) located in the back of installation manual for the system being installed, and complete the manual warranty registration form within thirty (30) days from the date of installation, otherwise only standard limited warranty applies. The extended warranty remains subject to all of the terms and conditions as specified in this document.

For details of how to register for the extended warranty please refer to Terms & Conditions below, section 1 'Application'. Completed forms should be sent to PyrotenaxWarranty@pentair.com.

TERMS AND CONDITIONS

These terms and conditions ("Conditions") set out the terms of our extended warranty in relation to the System, and are to be read in conjunction with our standard terms and conditions of sale which govern your purchase of the System ("Sale Contract"). Any acceptance of an application for the extended warranty will only be accepted on the basis of these Conditions, which shall form the entire agreement between us in relation to the extended warranty, to the exclusion of any other conditions. No variation of these Conditions shall bind us unless expressly accepted by us in writing.

1. Application

- 1.1. As a purchaser of the System, and subject to you having paid in full all amounts owing for the System, you are entitled to apply to register for our extended warranty. To qualify for the extended warranty, you will need to complete the **warranty application form**. The application form must be completed within 30 days of completion of commissioning and testing of the System and a maximum of 180 days after purchase of the materials from the distributor.
- 1.2. The extended warranty will only apply from the date on which we provide written confirmation of your protection under the extended warranty. Written confirmation will be provided to you by an email, to your contact email address as set out in the application form.
- 1.3. When applying for the warranty, you will be required to submit details of:
 - 1.3.1. Individual Installer Pentair Certification numbers(s);
 - 1.3.2. Commissioning Report and Calibration Certificates.
- 1.4. Pentair reserves the right to refuse to register your System for the extended warranty, in circumstances where the information provided in the application is incomplete, inaccurate, or where the installer or tester do not meet the minimum requirements as set out in the Pyrotenax Installation Guide for Mineral Insulated Cables as in force at the time of purchase of the System, a copy of which is available at www.pentairthermal.com or a written copy can be provided on request.

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2. Scope of Extended Warranty

- 2.1. Subject to these terms and conditions, we undertake to repair or replace (at our discretion), any defective electrical component, accessories or cabling supplied by us and forming part of the System, provided that such defect is notified to us (in accordance with these terms) within a period of 30 years from the effective commencement date of the warranty.
- 2.2. Where we undertake to repair any part of the System, we require full and unencumbered access to the site at which the installation is installed, for assessment and repair. Pentair will not be responsible for bearing any costs associated with the granting of such full, unencumbered access.
- 2.3. Where we undertake to replace any part of the System, and that part of the System has been discontinued, or where such part can no longer be supplied due to a change in law or regulation, or industry practice, then we reserve the right to replace that part with a comparable part selected by Pentair.
- 2.4. All goods and services provided by us under this extended warranty will be provided pursuant to our Standard Terms and Conditions of Sale, provided that in the event of any inconsistency between the terms of this extended warranty and the Standard Terms and Conditions of Sale, the terms of this extended warranty shall prevail.
- 2.5. The extended warranty does not apply in respect of new items issued as a replacement, provided that in these circumstances we will offer a warranty on such parts for a period equal to the greater of our standard product warranty or the unexpired term of this extended warranty.
- 2.6. Notwithstanding anything to the contrary and subject to applicable law:
 - 2.6.1. we shall not be liable to you under any circumstances whatsoever, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with this extended warranty; and
 - 2.6.2. our total liability to you in respect of all other losses arising under or in connection with this extended warranty, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price paid for the System under the Sales Contract identified with the PO number in the applicant details.

3. Process for Replacement

- 3.1. Where we elect to replace parts of the System, unless otherwise agreed by us in writing, you will be required to purchase the required replacement parts from us on our standard contractual terms, and at our standard prices.
- 3.2. Following your installation of the replacement parts, you will be required to return all defective parts to us, the costs of return to be borne by you.
- 3.3. Upon receipt and inspection of the defective parts, we will credit note the costs of the replacement parts purchased, to the extent that the original parts are considered defective.

4. Exclusions

- 4.1. The extended warranty does not apply to defects which are attributable in whole or in part to:
 - 4.1.1. incorrect installation or testing of the System by you, your agents, employees or any third party contractors;
 - 4.1.2. use of materials, components or products manufactured by a third party;
 - 4.1.3. wear and tear;
 - 4.1.4. force majeure events, including but not limited to power surges, severe weather conditions or acts of nature, including but not limited to lightning or floods;
 - 4.1.5. any adjustment, modifications, additions, alterations or repair not properly recommissioned and documented in accordance with the standard method, by a certified installer expressly authorised by us in advance;
 - 4.1.6. damage to the System (whether accidental or otherwise);
 - 4.1.7. exposure to environmental conditions that may cause general degradation of parts, or oxidation or corrosion of parts of the System; or
 - 4.1.8. your breach of the provisions of clause 5.2 of this warranty.
 - 4.1.9. incorrect product selection / system design

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5. Making a Claim

- 5.1. In order to make a claim under the extended warranty, you will need to provide written notification to us by email, to PyrotenaxWarranty@pentair.com or such addresses as set out in the "contact" section of our website at www.pentairthermal.com.
- 5.2. Your notification must be made immediately on becoming aware of the defect, and you must not take any remedial action, including but not limited to the removal of parts of the System, or attempt repair or replacement of parts of the System without our prior written authorisation.
- 5.3. Your notification must include full details of the proposed claim, and must include your warranty reference number.
- 5.4. Such notification must have been received by us, by receipted email or letter, before expiry of the warranty.

6. Additional Rights

The extended warranty does not affect rights granted under the Sale Contract, provided that you shall not be entitled to a remedy under both the Sale Contract and this extended warranty in respect of any defect

7. Termination of Extended Warranty

- 7.1. We shall be entitled to terminate this extended warranty with immediate effect in the event that:
 - 7.1.1. the Sales Contract is terminated, or any amount payable under the Sales Contract remains due or payable to us; or
 - 7.1.2. you breach the terms of this warranty, or where you are asked to rectify such a breach, you do not immediately rectify such a breach.

8. Assignment

- 8.1. This extended warranty is personal to the Applicant or System Owner, and is not transferable without our prior written consent.
- 8.2. We may assign and transfer all of our rights and obligations under this extended warranty to any person.

9. Governing Law and Jurisdiction

- 9.1. This extended warranty and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law stated in the Sales Contract.
- 9.2. Each party irrevocably agrees that the courts applicable to the law referred to in the Sales Contract shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims)

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