Aliaxis UK Limited Dickley Lane Lenham Kent ME17 2DE +44 (0)330 111 4233 customerservice@aliaxis.com Aliaxis.co.uk



## One Aliaxis Warranty – Active Drainage Ventilation (ADV)

## We Make Life Flow – Aliaxis Product and System Warranty

Thank you for considering Aliaxis and our complete Fluid Management Products and Systems to support your customers, asset owners and projects that need the expertise of Aliaxis.

Aliaxis prides us in the quality of our Products through extensive testing and design before they are sold and installed. Our Product Warranty gives assets owners and installers the confidence in the compatibility and long-term performance, offering complete assurance in the design, manufacturing, durability and quality of our Products, ensuring the unlikely failure of a product.

Aliaxis UK warrants all its associated Products and tools against material and manufacturing defects for a period of five (5) years starting from the date of purchase. Aliaxis UK also warrants the specific full system solution of **Active Drainage Ventilation (ADV)** when used in conjunction with Air Admittance Valves, P.A.P.A, HDPE or PVC-u pipe and Fittings, full terms below, against material and manufacturing defect while ensuring that Aliaxis has fully agreed and checked the installation requirements, the consultant drawings having been marked and approved by Aliaxis UK Technical Services.

This warranty applies only when the Products are specified, stored, installed and used in strict compliance with the technical documentation. The warranty certificates, terms and conditions covers the replacement of defective product at no extra costs, however excludes any claims for special, incidental and consequential damages and/or the removal and reinstallation of them.

# One Aliaxis System Warranty - Full Terms

Aliaxis (the "Company") warrants Air Admittance Valves, P.A.P.A, HDPE and PVC-upipe, associated products and tools (the "Products") against material and manufacturing defects for a period of fifteen (15) years starting upon the date of purchase (invoice date) of the Products (the "Warranty Period").

This System Warranty (the "Warranty") is subject to the following terms and conditions:

## **SCOPE OF THE WARRANTY**

This Warranty is expressly limited to the free replacement - including shipping costs to the original point of delivery - or reimbursement, at Company's discretion, of the Products proving defective because of material or manufacturing. This Warranty does not cover consumables, tools and fixing material. Company does not warrant standard Product design and does not offer any warranty of fitness for purpose. Services will be rendered in a professional manner and will be warranted for 30 days as of the date of completion. Services that proved defective will be re-performed at no cost. This Warranty is the sole and exclusive remedy for warranted defects and shall exclude claims for (i) punitive, special, incidental and consequential damages (ii) indirect damages, (iii) removal and reinstallation costs (iv) loss of use, loss of (anticipated) profit, loss of contract, overhead costs, the cost of business interruption, etc.

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#### **WARRANTY CLAIMS ADMINISTRATION**

The warranty claim must be notified in writing to the Company (or through Company's distributor) (i) before the expiration of the Warranty Period and (ii) no later than 30 calendar days after noticing the defect. The warranty claim must contain the serial number of the warranted Product. The warranted Product must be returned without undue delay to the Company for inspection and testing. Use of the warranted Product should be discontinued as soon as the alleged defect is noticed.

### **WARRANTY STANDARD EXCLUSIONS**

This Warranty shall not apply to:

- Damages caused by installation or use in association with products that do not belong to the same product range or installed not in conformity with the installation manuals.
- Defects that are apparent or visible. Such defects must be reported within 8 days of the date of delivery of the Products.
- Defects due to improper use, storage, transport, handling.
- Products not installed, used or maintained according to the Company's latest technical specifications and instructions, or in violation of good industry practices, or the state-of-the-art practices. The Company's installation instructions and marked-up installation drawings provided by the consultant and drawing references having been approved for use by Aliaxis UK Technical Services.
- Products that have been disassembled, repaired or modified.
- Defects caused totally or partially by abnormal mechanical, environmental or working conditions or by an act or an omission of the customer, the end user, or any third party.
- Defects caused by any event or circumstances not under the control of the Company.
- Wear and tear, discoloration.
- Defects caused by Force Majeure events as defined by the applicable law and case law, including but not limited to natural disasters, severe adverse weather conditions.

#### **WARRANTY SPECIFIC EXCLUSIONS**

This Warranty shall not apply to:

- The Warranty shall not apply if the Products are used in conjunction with non-Company branded air admittance valves (such use will void the Warranty itself, as well as any other Products and components used in the relevant system).
- Where the Products are used in external installations, this Warranty shall not apply if the Products have not been additionally protected as per the latest technical information and specification sheets.
- The Products and systems must have been correctly installed, meeting local and national regulations in accordance with Approved Document Part H of the Building Regulations and B\$12056-2.

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- Where the mark-up drawings meet Company's approval, the Company will accept limited liability in the event of a loss of appliance trap seals due to transient drainage pressures within the drainage system.
- In the event of any claim, a site visit by the Company's Technical Services team will be required set within the time limits of the Warranty claim administration to confirm a transient drainage pressure problem and not another problem outside the Company's control.

## For example:

An issue with the adjoining underground drainage system, design flaws in the sewer system, leaks in adjoining pipework, incorrectly installed of the soil system with improper use, or vandalism.

- The Company accepts no liability if the Products have not been installed in accordance with the Company's approved marked-up Drawings, or current Company's installation guidelines, or local and national regulations.
- In the event of a claim the Company and an independent assessor will evaluate any damage to the building that may occur as a direct result of the Product system failing within the warranty period, the Company will accept responsibility and will supply new Product to rectify the failure. This liability will only extend to failure of the Product installed at high level or in a duct that is classed as being accessible.
- Accessible' is defined by the Company as single sheet plasterboard or appropriate service access panel. Masonry or walls of any other material, including tiled walls or walls covered with splash backs or similar materials are deemed not accessible.
- Should additional Products be required to make the drainage system operate
  correctly, The Company agrees to meet those requirements in a fair and
  equitable arrangement agreeable to both parties, those being the Company
  and the contractor.

Illegality, invalidity or unenforceability of any provision of this warranty under the applicable laws, does not affect the remaining provisions of this warranty.

Where the customer is acting as a consumer this warranty shall not affect any statutory remedies that may be available.

All warranties is subject to the specific project, full terms will be made specifically for each projects as part of invoiced products.

Craig Norman Head of Warranty

Aliaxis UK

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