

STANDARD LIMITED PRODUCT WARRANTY STATEMENT

RectorSeal, LLC ("RectorSeal") is a premier plumbing, electrical, firestop, heating, ventilation, air conditioning and refrigeration company and takes pride in the high quality and performance of its products. RectorSeal has adopted this Standard Limited Product Warranty Statement (this "Statement") as an essential element of RectorSeal's continued efforts to maintain the standards of excellence that its customers have come to expect and deserve.

1. LIMITED WARRANTY / WARRANTY PERIOD

RectorSeal warrants to the end user of its products (the "<u>End User</u>") that, under standard use, the standard limited product warranty for RectorSeal-branded products is that the product will be (a) of good quality; (b) free from defects in materials and workmanship; and (c) conform to the product's performance specifications (the "<u>Limited Warranty</u>"). Generally, the duration of the Limited Warranty (the "<u>Warranty Period</u>") for most RectorSeal products is 3 years from the End User's original date of purchase, however, a different Warranty Period and additional terms may apply, depending on which product is purchased or where the product is installed or otherwise used. These differing and/or additional terms are set forth in **Schedule 1** for specific products and geographies. Please read this Statement and **Schedule 1** carefully.

2. CLAIMS PROCEDURE

If at any time during the Warranty Period, the product (a) fails to conform to its specifications; (b) is found to be defective or damaged; or (c) fails in normal use, by reason of faulty design, workmanship or materials, then the End User must promptly notify RectorSeal (or the distributor who purchased the product from RectorSeal and then resold it to the End User, the "Authorized Distributor") within 15 days of such determination by filling out and submitting the online Warranty Claim Submission form (a "Defect Notice") at https://rectorseal.com/warranty, including a copy of the receipt/proof of purchase for the product, or providing similar information to the Authorized Distributor.

Upon receipt of a Defect Notice, RectorSeal may require inspection or testing of the product to determine any breach of the Limited Warranty. If RectorSeal determines that the End User's claim is valid, RectorSeal or the Authorized Distributor will, subject to any limits set forth herein, (a) repair the product, if the product is subject to repair; (b) replace the product at no additional cost to the End User; or (c) refund the purchase price of the product (items (a), (b) and (c), the "Exclusive Remedy").

The End User is responsible for any labor costs associated with replacing any defective parts. If replacement product is not available, RectorSeal may provide a product of a similar grade, color or kind with materially comparable specifications. Replacement of a product does not re-start the Warranty Period; however, the Warranty Period will be tolled if RectorSeal determines the End User's warranty claim is valid.

RectorSeal reserves the right to visit the site where the product was used/installed or require documentation of the claim before assuming any responsibility under the Limited Warranty.

3. EXCLUSIONS

The End User agrees to inspect the product to identify any reasonably discernable defects (a) at the time of its initial use/installation; and (b) at least annually during its Warranty Period, as applicable. The End User is solely responsible for determining the suitability of the product for the intended use prior to its use, and assumes all risk and liability whatsoever in connection therewith.

The Limited Warranty (a) applies solely to the product and not to any components, parts or accessories (including batteries) that deteriorate under normal use or has a normal life inherently shorter than the Warranty Period (i.e., bulbs, filters and batteries) unless otherwise expressly stated in this Statement; (b) does not cover any labor, freight, mileage, travel time, insurance charges or other costs incurred by the End User in conjunction with removal of the product or reinstallation work associated with any replacement product provided by RectorSeal; and (c) does not cover defects or damages (including cosmetic damages and any damages to persons or property) resulting from (i) events of force majeure, including, acts of God or other events not within RectorSeal's control, such as fires, storms, cyclones, floods, earthquakes and other natural disasters; (ii) handling or shipment; or (iii) vandalism, theft, obsolescence, normal wear and tear, negligence, abuse or misuse.

The Limited Warranty will be voided if the product defect is caused by:

- (a) failure to properly install (and remove and replace) the product in a good and workmanlike manner consistent with all applicable industry standards and practices (i.e., plumbing and HVAC/R standards), building codes (i.e., plumbing, fire and construction codes), and laws and regulations, including installation by a qualified and properly licensed contractor if so required ("Applicable Requirements");
- (b) failure to store, install, use, inspect or maintain the product in accordance with RectorSeal's specifications or instructions, or in compliance with the product's intended use as instructed by RectorSeal or set forth in any Applicable Requirements and/or product documentation;
- (c) unauthorized alteration or repair to or tampering with the product, including any reconstruction, repair or replacement of the product with a part that was not manufactured or supplied by RectorSeal;
- (d) the use of substandard consumables with the product, ordinary wear and tear excepted;
- (e) any design, configuration, specification, component or material that was not manufactured or supplied by RectorSeal; or



(f) abnormally corrosive conditions, high temperatures, electrical surges, excessive operating conditions, unusual environmental conditions, open flame, accidents or entry by vermin or insects.

4. DISCLAIMER / LIMITATION OF LIABILITY

THE LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES. EXCEPT WHERE PROHIBITTED BY LAW, RECTORSEAL EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, GURANTEES AND CONDITIONS WITH REGARD TO THE PRODUCT AND/OR AS A RESULT OF USING THE PRODUCT, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, EITHER ORAL OR WRITTEN, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES, REPRESENTATIONS, GUARANTEES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE PERFORMANCE OF THE PRODUCTS TO STANDARDS SPECIFIC TO THE COUNTRY OF IMPORT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY A PARTY OR ITS REPRESENTATIVES WILL CREATE A WARRANTY; NOR MAY EITHER PARTY RELY ON ANY SUCH INFORMATION OR ADVICE. THE LIMITED WARRANTY WILL BE THE END USER'S SOLE AND EXCLUSIVE REMEDY AGAINST RECTORSEAL.

The Limited Warranty does not cover damages to persons or property resulting from the use of corrosive material (i.e., acetone, MEK and petroleum-based products), excessive chlorine or chloramines in the treatment of public water supplies, or by chemical cleaners such as calcium hypochlorite and/or ammonia. Furthermore, RectorSeal will not be liable for damages to persons or property if (a) the End User was capable of preventing the damage or further damage, but did not do so; or (b) RectorSeal was not provided reasonable access to the product to physically inspect it, perform testing and/or obtain samples after the End User made a claim for damages.

These terms and conditions set forth in this Statement are the End User's exclusive remedy for breach of the Limited Warranty. RectorSeal does not warrant any products or services not provided by RectorSeal, or any third-party products or services (a) that incorporate the product; or (b) that are incorporated into or combined with the product. The Limited Warranty does not cover replacement labor and RectorSeal's sole liability under the Limited Warranty is limited to the Exclusive Remedy.

RECTORSEAL WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OF USE, DATA, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, CONTINGENT, EXEMPLARY, REMOTE, SPECULATIVE, ENHANCED OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT RECTORSEAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL RECTORSEAL'S AGGREGATE LIABILITY FOR DIRECT DAMAGES EXCEED THE AMOUNTS PAID BY END USER FOR THE PRODUCT.

Some jurisdictions do not allow the exclusion or limitation of incidental and consequential damages or limitations on implied warranties, so the above limitations or exclusions may not apply to the End User. This Statement and the Limited Warranty gives the End User specific legal rights, and the End User may also have other rights that vary from jurisdiction to jurisdiction. It is RectorSeal's intent that the terms and conditions of this Statement be applied to the maximum extent not otherwise prohibited by any applicable laws.

5. ARBITRATION

This arbitration clause affects the End User's rights against RectorSeal. Please review this clause carefully.

Requirement: Except as stated below, any dispute between the End User and RectorSeal will be decided by neutral, binding arbitration rather than in court or by jury trial. The term "dispute" will be given the broadest possible meaning allowable by law, and includes any dispute, claim, or controversy arising from or relating to the End User's purchase of the product, any warranty upon the product, the product's condition, and determination of the scope or applicability of this arbitration clause. This arbitration requirement applies to claims in contract and tort, pursuant to statute, or otherwise.

<u>Discovery and Other Rights</u>: Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit. This applies to both the End User and RectorSeal. Other rights that the End User or RectorSeal would have in court may not be available in arbitration.

<u>Waiver</u>: Arbitration is handled on an individual basis. If a dispute is arbitrated, each party expressly waives (a) any right to participate as a class representative or class member on any class claim the End User may have against RectorSeal or RectorSeal against the End User, or as a private attorney general or in any other representative capacity; and (b) any right to class arbitration or any consolidation of individual arbitrations.

<u>Costs</u>: Each party is responsible for its own attorney, expert, and other fees unless applicable law requires otherwise. RectorSeal will pay the End User's share of the fees charged by the arbitration organization and arbitrators beyond the first \$200. Where permissible by law, the End User may be required to reimburse RectorSeal for the fees of the arbitration organization and arbitrators in whole or in part by decision of the arbitrators at the discretion of the arbitrators.



6. MISCELLANEOUS

This Statement and the Limited Warranty are solely for the benefit of the End User and will not extend or be construed to be extended to any other person and/or entity whatsoever.

This Statement and the Limited Warranty is valid in the United States and Canada only, and supersedes any prior, older or otherwise legacy warranty language and terms and conditions that may be referenced elsewhere throughout the various product materials published by RectorSeal.

Any End User or third party actions brought against RectorSeal for any reason hereunder will be commenced in Houston, TX (and no other jurisdiction), and governed by and construed in accordance with the laws of the State of Texas. Any notice required to be sent pursuant to this Statement must be sent by certified or registered mail to RectorSeal at the address set forth in Section 7.

THIS STATEMENT IS UPDATED FROM TIME TO TIME AND THE VERSION POSTED AS OF THE DATE THE PRODUCT IS PURCHASED WILL BE THE VERSION THAT APPLIES REGARDLESS OF ANY DIFFERENT OR CONFLICTING WARRANTY LANGUAGE SET FORTH IN ANY PRODUCT LITERATURE.

7. CONTACT INFORMATION

The End User may contact RectorSeal for additional information via any of the following methods:

By Mail:	2601 Spenwick Drive, Houston, TX 77055 USA
By Phone:	713.263.8001
By Email:	techservice@rectorseal.com



SCHEDULE 1 - SPECIFIC PRODUCTS & GEOGRAPHIES

The following table lists specific products and geographies that have differing or additional terms. All products listed are subject to the terms and conditions of the Statement, except as may be set forth in the table. If there is a conflict between any provisions of this **Schedule 1** with any provisions of the other Sections in this Statement, the provisions of this **Schedule 1** will take precedence and govern the Limited Warranty for the particular product or geography listed. Please note that if a product manufactured by RectorSeal is not listed in the table below, the product is subject to RectorSeal's standard 3-year Warranty Period.

Product / Geography:	Differing/Additional Terms:						
California	The Warranty Period for all pr User's original date of purchas		ommence	on the date of	of delivery (i	f that date is late	r than the End
ClearDrain™ PVC	5-Year Warranty Period						
	The Limited Warranty is a pass-through warranty from the manufacturer of the product, and includes ar additional warranty that the product conformed to applicable ASTM standards in effect at the time of delivery to RectorSeal.						
	The Limited Warranty will be	The Limited Warranty will be voided if the product defect is caused by any of the following additional causes:					
	 (a) use of the product with components, parts or goods of other manufacturers that (i) fail to meet the applicable ASTM standards; or (ii) lack any markings to indicate the entity that manufactured them; (b) defects or deficiencies in the design, engineering or installation of any technical system, including, but no limited to, the piping system, to which the product is connected or otherwise made to form a part; and (c) freezing water in the product. 						
Dust Free® UV fixtures,	UV Fixtures:	UV Fixtures:					
stand-alone purifiers, air purifiers, and permanent	Product	Product			1	y Period	
filters				<u>Unit</u> <u>La</u>		-	ver Supply
	AllerX®			1 year	90 da	•	1 year
	Ministick			2 years 5 years	1 ye		2 years 5 years
	Duality Lightstick			4 years	5 ye		years 4 years
	Lightstick Lightstick Gold			7 years	2 ye		7 years
	Bio-Fighter®: XL, SE, VersaLight, 4Xtreme			Lifetime	1 ye		3 years
	Bio-Fighter®: Ultra-Flex, Nomad			Lifetime	1 ye		5 years
	Stand-Alone Purifiers:						
	Wa			y Period			
	Product	<u>Unit</u>		Lamp			
	Bypass HEPA	10 years		N/A			
	Bypass HEPA Plus	10 years		1 yea	r		
	Air Purifiers:						
					nty Period		
				Unit Lamp		<u>Cell</u>	
	Air Knight® PTAC	2 years		•		2 years	
			5 years 7 years	•		2 years 4 years	
			7 years	•		30 days	\dashv
	Vive® Pure			years 2 years		2 years	\dashv
	MicroPure®			years 2 years		4 years	



Product / Geography:	Differing/Additional Terms:				
	Permanent Filters:				
	Product	Warranty Period			
	Dust Fighter® 95, Dust Fighter® 90, Allergy Gold®, Maxaire Gold, EnviroGreen 8 Lifetime				
	The Lifetime Warranty Period covers the life of the product so long as the product is not removed from the location where it was originally installed.				
Falcon® helical water	Lifetime Warranty Period				
connectors and gas connectors	The Lifetime Warranty Period covers the life of the product so long as the product is not removed from the appliance (i.e., washing machine, hot water heater, etc.) to which it was originally installed.				
Falcon® expansion tanks	5-Year Warranty Period				
Firestopping products	30-Year Warranty Period				
Goliath® pans	10-Year Warranty Period				
PRO-Fit™ Quick Connect	10-Year Warranty Period				
	The Limited Warranty is a pass-through warranty from the manufacturer of the product, and solely covers replacement of that portion of the product proven to be defective due to a manufacturing defect. The Limited Warranty does not apply to changes to the product or variations of color (fading), shade or texture of the product due to age or fair and ordinary wear and tear.				
PSP Products™, RSH- Series, and TP-Series branded load management, transfer switch and surge	The Warranty Periods for these products may comprise two distinct categories, namely (a) the Warranty Periods applicable to the actual Load Management Products, the Transfer Switch Devices, and the Surge Protection Devices ("SPDs"); and (b) the Warranty Periods applicable to any electrical appliance and electronics connected to an SPD ("Downline Equipment").				
protection devices	Load Management Products:				
	BX Series, EX Series, LX Series	Warranty Period 5 Years			
	DA Gelles, LA Gelles	J Teats			
	Transfer Switch Devices:				
	GOUCO, KGC Series, KTSE-1	Warranty Period 5 Years			
	GOUCO, NGC Series, NTSE-1	3 Teals			
	SPDs:	144 (5) (
	Product KSP-3DRM, KGSP-1, GSP-50, RSH-20MP-5P, RSH-20MP-AZ, RSH-20MP-EN,	Warranty Period			
	RSH-20MP-X13, RSH-60VMD, TP-SPD-60VMD	5 Years			
	Category 5 Hurricane, Category 5-RDU Hurricane	10 Years*			
	Vortexx Series C, Category 3 Hurricane, Category 3-RDU Hurricane, Category 4	25 Years			
	Hurricane Vortexx Series A, Vortexx Series B, Vortexx Series R, Category 2 Hurricane, RSH- 50, RSH-60, RSH-120, RSH-120 – 3P Series, TP-SPD-50, TP-SPD-60, TP-SPD- 120	Lifetime			
	*The End User has the option to purchase extended warranty for 15 or 25 years.				
	The Limited Warranty for SPDs also covers any damage caused by a Transient greater than the capacity of t SPD during the Warranty Period, where " <u>Transient</u> " is defined by the Institute of Electrical and Electronic Engineers (IEEE) as a brief, sharp interruption in an alternating current (AC) waveform; also described as power surge, electrical impulse or voltage spike (including those caused by <i>distant</i> lightning).				
	In addition to the Limited Warranty for SPDs, RectorSeal also warrants that if any damaged as a result of a defect or damage covered under the SPD's Limited Warrant sole discretion, repair or replace the Downline Equipment (the "Downline Warranty") de Warranty Period, subject to certain limits set forth in the table below (the "Dollar Limits")	y, RectorSeal will, at its uring the corresponding			



Product / Geography: Differing/Additional Terms:

that the Downline Warranty is applicable only if the SPD was (1) fully functional immediately prior to the claim event; (2) properly installed in strict adherence to the installation instructions and applicable National Electrical Code (NEC) guidelines; and (3) defective or received a Transient greater than its capacity, as indicated by the diagnostic LEDs.

Downline Warranty for SPDs:			
Product	Aggregate Dollar Limit per Household	Dollar Limit per Downline Equipment	Downline Equipment Warranty Period
RSH-60VMD, TP-SPD-60VMD	\$10,000	\$5,000	5 Years
Vortexx Series A*, Vortexx Series B*	\$25,000	\$500	Lifetime
RSH-50, TP-SPD-50	\$25,000	\$5,000	5 Years
RSH-60, TP-SPD-60	\$25,000	\$7,500	5 Years
Vortexx Series R*, Category 2 Hurricane*, RSH-120*, TP-SPD-120*	\$100,000	\$1,000	Lifetime

*Note: Any Downline Equipment of these SPDs that is connected to phone lines, data lines, coax connections, cable, antennas, satellite receivers, internet, or any other external connections (each, such connection, an "External Signal") must have an SPD for each External Signal connected to the Downline Equipment, or this Downline Warranty will be voided.

If a Downline Warranty claim is found to be valid, RectorSeal will pay up to the deductible amount of the homeowners' insurance or the cost of the damage to the Downline Equipment, whichever is less, subject in each case to the Dollar Limit per Downline Equipment listed in the table above.

If multiple SPDs are installed on the premises, the highest Aggregate Dollar Limit per Household will apply for all of the SPDs combined. Example: if the End User has both an RSH-60 and an RSH-120 installed on the End User's premises, the Aggregate Dollar Limit per Household corresponding to the RSH-120 will be the maximum lifetime Dollar Limit for the End User's household.

Downline Equipment that is mounted to the outside of the premises should have additional SPDs to provide added protection against Transients caused by *nearby* lightning strikes. Furthermore, effective surge suppression requires correct wiring and all SPDs must be properly grounded for the Limited Warranty and Downline Warranty to be honored.

For Downline Warranty claims, the End User must (a) return the damaged SPD (along with the RMA number); and (b) provide bona fide copies of the purchase receipts of the Downline Equipment to RectorSeal within 30 days following submission of the claim in accordance with the warranty claim process set forth in Section 2 of this Statement. The damaged SPD must be determined to have failed as indicated by the diagnostic LEDs and based on RectorSeal's test procedures. RectorSeal reserves the right to audit and inspect any damage to the Downline Equipment, the premises, the cost of repairs claimed by the End User and the test grounding system. RectorSeal may also require a notarized proof of loss and proof of homeowners insurance deductible from the End User as part of the warranty claim.

The End User may contact RectorSeal for warranty claims and questions related to PSP Products™ via any of the following methods:

By Mail:	8618 Phoenix Drive, Manassas VA 20110 USA
By Phone:	703.687.4057
Online:	www.pspproducts.com/warranty

The Downline Warranty is secondary to any applicable warranties, service contracts and all other insurance or other responsible third parties, and does not cover:

- (a) damages caused by sustained over voltages, open neutral, voltage swells, over/under voltage conditions, unstable power, Transients resulting from *nearby* lightning strikes, or catastrophic events including direct lightning strike: or
- (b) charges, fees or other costs associated with or incurred as a result of diagnostic procedures performed on the SPD or any Downline Equipment, installation or removal of the SPD or any Downline Equipment, or shipping the damaged SPD to RectorSeal.



Product / Geography:	Differing/Additional Terms:
SureSeal®	10-Year Warranty Period
TripleGuard® Active	1-Year Warranty Period