

# MOLECOR extended 50-year warranty

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This warranty applies exclusively to the "TOM" PVC-O pipes manufactured by MOLECOR ("MOLECOR PVC-O PIPES") from the date of its publication, 21 September 2020

## 1. Purpose of the Warranty

In the conditions set out below, MOLECOR guarantees that:

- A) the TOM PVC-O PIPES have been manufactured in the MOLECOR production centre located at CR M-206 Torrejón-Loeches Km 3.1, and are certified in accordance with:  
CERTIFICATE 001-007104, Standard UNE-EN 17176 and certifying body AENOR.
- B) the TOM PVC-O PIPES have been manufactured by MOLECOR in strict compliance with all the demands and requirements in accordance with the cited standard(s).
- C) if within fifty (50) years from the date of manufacture by MOLECOR ("**Warranty Period**") it is determined that a TOM PVC-O PIPE does not comply with the aforementioned standards, MOLECOR will replace said TOM PVC-O PIPES with others of the same type, size and quantity.

THEREFORE, MOLECOR'S SOLE AND EXCLUSIVE OBLIGATION UNDER THIS WARRANTY SHALL BE THE AFOREMENTIONED OBLIGATION TO REPLACE THE NON-CONFORMING PIPES AND THIS CONSTITUTES THE SOLE SCOPE OF MOLECOR'S WARRANTY OBLIGATION CONCERNING TOM PVC-O PIPES MADE AND SOLD BY THE LATTER UNDER THIS WARRANTY AND THE SOLE RIGHT OF THE PURCHASER.

UNDER NO CIRCUMSTANCES SHALL MOLECOR BE LIABLE FOR LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITIES, DAMAGES TO REPUTATION, SPECIAL, INDIRECT OR PUNITIVE DAMAGES, DAMAGES DUE TO DELAY, EXEMPLARY DAMAGES, CONSEQUENTIAL DAMAGES OR INCIDENTAL DAMAGES, AMONG OTHERS.

## 2. Conditions of Use

For this warranty to be effective, the TOM PVC-O PIPES must have complied throughout the warranty period with the following conditions of installation and use:

- a) They shall have been installed and used at all times for the purpose for which they were designed and in accordance with the operating parameters specified for the TOM PVC-O PIPES at the time of purchase.
- b) They shall have been installed in accordance with each and every one of the specifications issued by MOLECOR linked to their corresponding validated mechanical calculations in accordance with applicable installation standards and the best use practices in the sector.
- c) The installation personnel must be accredited as Specialists in Piping System Installation issued by an entity authorised for their standardisation or have accredited experience in pipe installation.
- d) Compliance with sections a), b) and c) must be accredited by the installer or contractor of the installation, irrespective of any verification that MOLECOR or an independent expert may conduct.
- e) During installation, adequate information on hydraulic calculation values, updated data on the verified geotechnical values, as well as validation reports on the required safety and control elements, location points and dimensions shall be provided.

- f) A technical guide for the maintenance and conservation of the operation must be provided. It shall include any work changes or modifications, as well as the protection protocols of the safety equipment.
- g) There shall be a filling/emptying and testing plan approved by the Site Management (SM) and a design or formula will be established for filling/emptying or commissioning irregular-use facilities.
- h) All network elements including photovoltaic (PV) stations or solar pumps shall be adapted to the intended working conditions, eliminating uncontrolled phenomena of fluctuations or recurring pressure peaks associated with intermittency or similar causes.

### 3. Exclusions from coverage

THIS LIMITED WARRANTY EXCLUDES a) ALL PRODUCTS NOT MANUFACTURED BY MOLECOR, b) THE UNEXPECTED INTERACTION OF THE PIPING WITH THIRD-PARTY PRODUCTS AND c) ANY NON-CONFORMITY WITH THE RULES (SEE SECTION 1) TAKING PLACE AFTER SHIPMENT BY:

- a) on-site handling, loading, unloading or storage procedures that do not comply with or damage the pipes as defined in the technical manuals of the TOM PVC-O PIPES and/or best practices.
- b) breach of MOLECOR instructions regarding proper handling, installation, testing and use of TOM PVC-O PIPES.
- c) failure to comply with applicable rules established by rigorous codes and regulations and specific requirements and indications defined in the project or the omission of good construction practices.
- d) use in inappropriate applications or conditions or those that in conjunction require other components that are unsuitable or incompatible, including, but not limited to, (lubricants or sealants, compaction equipment, non-approved transition elements) or any incorrect or improper practices or processes.
- e) use incompatible with chemical agents that are not indicated in the report of Standard UNE 53389 equivalent to the international technical report ISO/TR10358:1993, once suitability has been verified by validating concentration and temperature.
- f) facilities that are not adapted to limiting working conditions where freezing phenomena or the presence of hot springs or incompatible practices may occur.
- g) if due to causes other than good design, overpressure unforeseen in work operations is generated regularly and intermittently, exceeding the design voltage set due to failure or the absence of appropriate control equipment.
- h) facilities that do not weigh up and include risks related to any foreseeable correction factor.
- i) destructive situations recognised as geological risks caused by earthquakes, floods, landslides due to solifluction, volcanic activity, collapse or expansion of soils, erosion phenomena, as well as human activity.
- j) any other malpractice or improper activity not mentioned above.

### 4. Procedure

To benefit from the warranty, the procedures set forth herein must be strictly followed. Notification of the alleged lack of conformity must be made in writing to MOLECOR within the warranty period and within five working days from the moment the defect becomes known to the buyer who is the beneficiary of this guarantee.

No claims under this warranty will be valid unless:

- a) a proof of purchase is submitted, to the satisfaction of MOLECOR, as well as a description of the alleged lack of conformity with reasonable and justified detail;
- b) at the request of MOLECOR, representative samples of the allegedly non-compliant TOM PVC-O PIPES are sent to MOLECOR, in accordance with the indications given by MOLECOR;
- c) MOLECOR is provided with the opportunity to verify the allegedly non-compliant TOM PVC-O PIPES(S) and their installation on-site.

**MOLECOR shall have the right to reject any claims not made in accordance with the previous conditions.**

## **5. Law and jurisdiction**

This warranty will be subject to the laws of Spain.

Any controversy regarding this warranty that cannot be resolved through proactive negotiations will be submitted to the Courts of Madrid (Spain), waiving any other jurisdiction.

This warranty has been translated into English, French and Russian. In the event of discrepancies, the Spanish version will prevail.