

STERLING PLUMBING
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OWNER'S MANUAL
AND
WARRANTY

for the
Plumbing
in your new home.

License Number: 825163

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Dear Homeowner:

Congratulations on the purchase of your new home! Your builder and Sterling Plumbing, Inc. have spent considerable time and effort to provide you with a quality trouble-free product.

The following information in this booklet will help explain the components for the plumbing system and fixtures in your new home. Please review it carefully. The homeowner information section lists the conditions under which Sterling Plumbing, Inc. will provide warranty service.

CONTACTING SERVICE DEPARTMENT

Sterling Plumbing, Inc.

Customer Service Department Hours:

7:30 a.m. - 3:30 p.m. Monday through Friday

Phone: (714) 641-5480

***If you have an after-hours emergency,
call (714) 641-5480. Our answering
service will page the plumber on call.***

NON-EMERGENCY WARRANTY WORK

When calling to request service, please be prepared to give your name, street address, telephone number, and project name. **Please call (714) 641-5480.** Our customer service department will schedule you for the next available appointment. Please note that non-emergency service is performed Monday through Friday. Some Saturday and after-hour appointments are available, but please note that an overtime charge may apply. **Please note that cancelled or missed calls will be subject to a minimum charge of \$75.00 if a twenty-four hour notice is not given.**

NON-WARRANTY CUSTOMER SERVICE

We are more than happy to service your home for any non-warranty items you may have both in the first year and after! Since we installed the original plumbing system in your home, we carry a large inventory of parts and products for ease of maintenance, replacement or upgrades.

Our service technicians do not work on commission, so you will not get any over-sell or scare tactics.

SERVICE RATES

Our rates currently are \$75.00 for the first hour of labor and \$65.00 per hour thereafter. Material is priced separately. Please note that rates are subject to change.

MAINTENANCE CONTRACTS

Keep in mind that every product with moving parts requires maintenance. The primary enemy of working plumbing parts is dirt or other foreign material in the water system. Remember that an ounce of prevention saves a pound of cure! So ask us about our ***maintenance contracts!*** We would be happy to provide you a quote.

MOVE-IN SPECIAL

We also offer a ***move-in special*** that can be scheduled either during the week for a cost of \$95.00 or on a weekend for a cost of \$150.00. This move-in special consists of the connection of:

- Your gas dryer and vent.
- Your clothes washer including braided stainless steel hoses.
- Your icemaker with 1/4" plastic tubing.
- Installation of refrigerator by others.

REMODELS OR RE-PIPES

Sterling Plumbing, Inc. can serve your remodeling or re-piping needs as well! If you are remodeling or adding an addition, give us a call. We will provide you with an estimate free of charge!

STERLING PLUMBING, INC.

***HOMEOWNER
INFORMATION
SECTION***

AUTOMATIC CLOTHES WASHER

Use only new water supply hoses when connecting clothes washer; be sure to secure the drain hose so it will not flip out of drain hole. We recommend that you use braided stainless steel hoses. Please inquire about our installation specials, as we would be happy to connect your automatic washer and dryer for a nominal fee.

BALCONY DRAINS

If you have any balconies on your house, please check to see if there is a drain in the floor of the balcony. Some are designed so that they do not need drains. If there is a drain, please pour some water down it, and locate the point of discharge at ground level. These drains do not go into the sewer system. They go to the landscape area. They sometimes get clogged with construction debris or leaves. Please make sure that when designing your landscape drainage system you include these deck drains.

BATHTUBS

Your bathtubs will need to be recaulked between the bathtub and tile periodically. If you notice the grout cracking or falling out, it is time to recaulk. Failure to do so will result in a leak that is not covered by warranty. Recaulking may be necessary after an earthquake, which can shake the grout loose from the tub.

Do not overfill your bathtub. The overflow plate located a few inches below the top of your tub will not handle all of the water that your faucet can put out, nor will it handle overflow water displaced by your body.

CONDENSATE DRAINS FROM AIR CONDITIONERS

We install the drains that go from your forced air unit to the nearest drain outlet or to the outside. Forced air units located in the attic will have two ¾ inch drains. All others will have one. The attic units have one drain to a plumbing fixture or outside, and the other comes out over a door or window. The drain over a door or window is an overflow drain. If you notice water coming from this drain, it means the primary drain is clogged, and service is required. We connect the drain line to the plumbing fixture. The heating contractor connects the drain line at the forced air unit. Be sure to check before pouring outside walks or patios. If you see a pipe sticking out of your wall with an elbow on it, that is a condensate drain. Do not cover it or you will have an overflow at your forced air unit.

DECK MOUNTED TUB SPOUTS

Do not use these as grab bars. They may be a quick connect type held on with an Allen screw. They may come off in your hand or move sideways eventually causing a non-warranty leak.

DISPOSALS

Your garbage disposal probably has a wrench attached to the side of it. This wrench is to be used if the disposal becomes jammed. Insert it into the slot in the bottom of the disposal, and turn it in both directions. Whatever jammed the disposal should become dislodge and may be removed through the mouth of the disposal. The disposal is not designed to be batch fed. By that we mean do not load the disposal with all it will hold, and then turn it on. This will clog your drain pipes and will not be covered by your warranty. Feed the material to be disposed of through slowly with the cold water running. **FOR SAFETY REASONS DO NOT PUT YOUR HAND IN THE MOUTH OF YOUR DISPOSAL AT ANY TIME TO REMOVE JAMMED OBJECTS!** If you have an Insinkerator disposal you may call them at 1-800-558-5700 for service as they perform their own warranty work.

FAUCETS AND TOILETS

Dripping faucets and toilets will be serviced for **THE FIRST FOUR WEEKS AFTER OCCUPANCY.** Products with moving parts have homeowner maintenance responsibility. A defective product will show up as a drip immediately. Washers and faucet cartridges are very susceptible to sand, dirt or other foreign particles that may cause them to leak. Be especially careful if you or one of your subcontractors cut into your PVC water service line for landscape or other reasons. Whenever that line is cut into, particles of PVC burr and dirt are introduced into your water system. These may cause your water pressure regulator to malfunction, or your faucets to leak, or your toilets to run due to dirt in the ballcock. After the first four weeks, we must charge these repairs as homeowner maintenance items.

Any plumbing fixtures that have been installed, or re-set by others will not be subject to warranty by Sterling Plumbing. Having others re-set, repair and/or replace any plumbing immediately voids the Sterling Plumbing warranty.

If your house has pressure-balancing shower or tub/shower valves, it is important that those valves be used at least once a month. There are moving parts called balancing spools that may corrode if they sit in water without moving, for months

at a time, and your valve will not work properly. See the second page of the water system section of this booklet for more information regarding pressure-balancing valves.

Your house has water conservation toilets, showerheads and lav aerators. Your toilets flush with 1.6 gallons of water as opposed to 5 gallon flush type that were available many years ago. You will notice that there is not as much water sitting in the bowl as there may have been in the toilets of your previous house. That is a characteristic of the water saver toilet and not a defect. You may also notice that the flush is not as complete or as positive as you have been accustomed to in the past. That again is not a defect. You may have an adjustment period getting used to the water saving toilets which **WE ARE BOUND BY CODE TO INSTALL**. Your showerheads may have a 2 ½ gallon per minute restrictor in them. That may be why you might feel your pressure at the shower is not as good as you might have expected. We can inform you if there is a restrictor in your showerheads, but we cannot remove them for you. Your lav aerators are also restricted. With the water flow reduced to 2 ½ gallons per minute, it will take longer for the hot water to reach many fixtures because the cooled water stored in the hot water lines must be purged. This, again, is a side effect of code requirements.

The manufacturers recommend that nothing stronger than soap and water be used on faucets. Abrasives should never be used on tubs/sinks and lavs. Remember, that the more abrasive the cleaner, the shorter the time the gloss on the fixture will last. **ADDING CLEANING AGENTS, WATER TABLETS OR BOTTLED CLEANERS (BLUE WATER) TO WATER VOIDS ALL WARRANTY ON PARTS INSIDE THE TOILET TANKS! THESE CLEANING AGENTS EAT AWAY AT THE RUBBER AND PLASTIC PARTS AND CAN CAUSE TOILETS TO RUN CONSTANTLY.**

FINISHES

Occasionally, a product may have a factory blemish or unseen defect. We ask that you inspect each faucet, sink, lav, tub, shower, toilet, toilet seats, etc. closely **WITHIN THE FIRST TWO WEEKS OF YOUR OCCUPANCY** for possible visual flaws. After the first two weeks, we will continue to respond on factory defects but will have to charge for scratched or abused fixtures or toilet seats.

The manufacturers recommend that nothing stronger than soap and water be used on faucets. Abrasives should never be used on tubs, sinks, and lavs. Remember that the more abrasive the cleaner, the shorter time the gloss on the fixture will last.

FIXTURES

Your builder has selected the fixtures installed in your house. The type, size, finish and features were carefully researched by the builder and precisely specified to us by contract for our installation. Based on the specifications we have received from your builder, Sterling Plumbing, Inc. has installed only new and first quality products.

THE GAS SYSTEM

The gas system in your house is made out of steel pipe and fittings or a comparable approved material. The gas system meter is usually located on the side of the garage on a single family home, or at a banked location on attached housing. The gas system operates at a very low pressure. It is approximately one-half pound per square inch.

Sterling Plumbing, Inc. connects the gas connectors to the water heater and your gas cooking appliances. If the forced air unit is in the attic, your heating/cooling contractor makes that connection. Your clothes dryer/fireplace log lighter stub out and BBQ stub out all have threaded caps on them. When removing the caps, it is very important to use two wrenches. One to hold the pipe and one to remove the cap. If you use only one wrench on the cap, you will most likely unscrew the pipe from the wall. Be sure to use pipe joint compound on the threads when connecting gas flex connectors or other pipes.

There is an optional valve that can be installed at your gas meter outlet that is called an earthquake valve. This valve is activated by a major earthquake and shuts off your gas automatically. A spec sheet is in this booklet to show the operation. We are not necessarily suggesting the installation of these valves. We are merely pointing out they are available, and pricing for it is on our price sheet. There obviously is an advantage during an earthquake that does damage to a house in having the gas system off. The disadvantage of the automatic valve is if there is a quake strong enough to trip the valve, but not strong enough to do damage to the house, you will have to re-light the pilot lights for those appliances not having self lighting devices. That usually is just the water heater in a new house.

KITCHEN FAUCETS

Your house may have a pullout spray type kitchen faucet. Be careful not to spray back at the faucet. This allows water to go down the hole the hose is coming out of. This will look like a leak but will actually be **PILOT** error.

WASTE SYSTEM

Your house waste system is most likely made of ABS plastic waste and vent piping. Cast iron waste and vent material may be used if you have a 3-story condo, or if the builder of your house has directed the installation of cast iron for parts of your waste system for sound control. The sound control issue is a decision that is made by the builder and not by the plumber. The warranty policy from the maker of the ABS pipe is included in this booklet.

ABS plastic piping may occasionally develop a ticking noise. This is not a defect. Plastic piping is subject to expansion and contraction with heat or cold. Your waste system is strapped to the framing securely during construction to prohibit movement and maintain grade. All houses go through a compression process when the heavy roofing materials are applied, and the lumber dries and shrinks. This may sometimes tighten the strapping, and a tick can be heard, usually when hot water is run from a shower or tub upstairs. This is not a defect or anything to be alarmed about, and it is not a drip. ABS plastic is very strong and almost impossible to break.

Your house may have a sewer backwater valve on it. The valve would be located in a vault and is usually in the garage slab. The vault will look like a water meter box. The backwater valve is required by code on unlevel projects where the sewer manhole in the street upstream from your house is higher than your lowest plumbing fixture. The backwater valve is a form of check valve that only allows waste to flow towards the street. If there is a stoppage in the sewer main in the street and if the backup reached your house, the backwater valve would automatically close to prevent sewage from entering your house. This would be an extremely rare situation. The valve requires little maintenance. There is a flapper that occasionally may have paper or waste material attach itself and may be a source of flow restriction. To service the backwater valve, the lid must be removed and the flapper must also be removed. Never attempt to run a drain snake from the rear or side cleanout to the street without removing the flapper first. The snake will be able to pass through the backwater valve, but the flapper will not allow retrieval of the snake. The lid of the backwater valve twists off, and the flapper lifts straight up. If the code requires your backwater valve to be cast iron instead of ABS plastic, then you will need a socket wrench to remove the top.

Drainage stoppages will be covered by your warranty for a period of **TWO WEEKS AFTER YOUR MOVE-IN**. This allows ample time for a stoppage due to construction debris to occur. The following items should not be put down your drains:

- Tampons or sanitary pads
- Bar soap
- Paper towels
- Cat litter
- Grease

Stoppages are usually a result of what is put down a drain. We cannot control what you put down your drains. Soft stoppages result from putting too much paper and/or other material down toilets and drains. **There will be a charge for us to clear soft stoppages!**

WATER HEATER

Your water heater instructions are on the water heater itself. They should be self-explanatory. A copy of the timer setting instructions is included with your water heater instructions.

You also have two hose bibs located on your re-circulating hot water system. Water coming from these hose bibs is **HOT** and are for bleeding air out of the system and draining your water heater. The handles on these hose bibs are removed for safety reasons. The handles are in your water heater instruction bag.

In the event of a water heater leak, the valve on top of the water heater should be turned off to prevent damage to any part of the house while awaiting repair. If the leak is a water heater tank, not the connection, you will be instructed to call the factor service direct. Be prepared to have the model and serial number available.

If you will be away from home for an extended period (more than two days), turn your water heater to lowest available setting. Failure to do this will result in pressure buildup known as thermal expansion and may cause leaks, or damage to your water system, faucets, toilets, or washing machine hose. Optional thermal expansion protection products are available through Sterling Plumbing, Inc. Please call us at (714) 641-5480 for pricing.

WATER HEATER VENT NOISE

You may notice a ticking noise as your water heater goes through a heating cycle. The piping used to vent your water heater through the roof is called Type B gas vent pipe. This piping is double walled. The exterior wall is sheet metal and the interior wall is aluminum. The two different metals expand and contract at different rates and temperatures. When this expansion occurs, it will cause a ticking noise. The architect determines the location of your water heater. There is usually only one wall that will accommodate the venting of the water heater. Unfortunately the vent, which will make noise by design, may end up in a bedroom wall and cause some distraction. We apologize for this but the only approved venting material is the double wall pipe and the only place we can place it is in a wall adjacent to the top of the water heater. There is nothing wrong with your water heater or the vent pipe. It will make noise. Your previous house may not have had the water heater located where the vent went through the bedroom wall or the old transite (asbestos) vent piping which is no longer approved may have been used.

We hope this helps explain the reason for the noise even though there is little that can be done to eliminate it.

WATER SYSTEM

Most sources of drinking water, including those in California, contain some amount of lead in addition to other impurities that are regulated under federal law. Brass plumbing fixtures, such as faucets, connectors and pipes, and lead solder joints can also contribute certain amounts of lead to water if the water is allowed to stand in the fixture for a period of time.

Although the amount of lead contributed by brass faucets is minimal compared to other sources of lead in drinking water, we suggest that you take the following precaution:

Always run the water for several seconds in order to clear the faucets and pipes of any standing water before use.

Due to the fact that there is some lead, however minimal, in all brass faucets, California law requires that consumers purchasing this product be provided with the following warning pursuant to the California Safe Drinking Water and Toxic Enforcement Act of 1986, also known as Proposition 65.

Warning: All brass faucets and other brass plumbing fixtures contain detectable amounts of lead, a chemical known to the State of California to cause birth defects or other reproductive harm.

THE SOLDER USED IN THE COPPER WATER PIPING SYSTEM OF YOUR HOME IS LEAD FREE.

Your water system is made of pure copper tubing. The solder we use to join the fittings to the tubing is made without any lead content at all. The piping going from the meter to the house is made of PVC plastic. If you intend to cut into the pipe for sprinkler systems or if you shut off your main water valve either at the curb or at the house, be sure you unplug your recirculating hot water pump if you have one. Failure to do so will burn out your pump, and it will not be covered by warranty.

Water pressure regulators are most likely installed on your water system. They will be located just under the main water shut off valve at your house. They regulate the water pressure to about 60 PSI. **DO NOT ADJUST YOUR WATER PRESSURE REGULATOR TO OVER 70 PSI.** Please note that service may need to be done to your regulator. Dirt or PVC pipe shavings could cause your regulator to lose calibration. The strainer on the regulator needs to be cleaned yearly.

Your hose bibs may be soldered on. In that case, do not try to remove them with a wrench. The only way to remove them is with a torch. You will also notice a device that is screwed on the end of your hose bibs. This is a vacuum breaker to prevent back-siphonage from irrigation water to the house potable water. This is a code requirement and must not be removed. This device is the source of a moaning noise you will hear when using your hose bib. There will also be some water spillage from this device when your hose is shut off with a nozzle attached. The moaning and spillage are not a defect. They are part of the normal operation of this device.

You may notice a green tint to your water during the first year. Your copper is curing or forming a green patina that is the protection it needs to give you the longest water system life. If that patina did not form, your copper would not be protected and would experience premature failures or leaks. The chemical make-up of water differs from source to source. Sometimes it takes as long as two years for the patina to completely form. Faucets, that are not used very often, tend to collect patina. This is especially true of secondary tub faucets because the green tint shows up well against the white background. Do not be alarmed. This will go away with time.

Your builder may have specified pressure balancing tub and shower valves. These valves are always single handle. They have a special balancing spool that compensates from changes in water pressure after you have set your shower to the desired temperature. The volume may decrease, but the temperature stays within 3 degrees of your previous setting. If you have these valves, it is important that you use them. If you have a bathroom that is only used when guests come, it will be necessary for you to turn the valves on once a

month and run them from hot to cold for a short time. If these valves sit for several months without use, the balancing spools may corrode and stick. Only cold water or only hot water will come out and the temperature will not be adjustable. Although most tubs and showers will be used on a regular basis, it is important to know that not using a pressure balancing valve may require premature maintenance that is not covered under warranty.

Your house may have a re-circulating hot water system. This is a system that has a pump located either at your hot water heater or under a lav in your master bath. If your system has a pump at the water heater, you will also have a timer with that pump. It is important that you use that timer, and set it for the most convenient setting for your household schedule. A copy of the timer setting instructions is included in this booklet. If your pump is located under your master lav, no time will be needed. This is called a demand system. All you need to do is turn on the hot water faucet above the pump and turn it back off. This will start the pump and everything will be automatic. The purpose of the re-circulating hot water system is to have hot water available instantly when you need it. It eliminates the two or three minute wait that sometimes occurs when you turn on your faucet. **This is a system that must be specified before your slab is poured.**

If you do not have a re-circulating hot water system and you want one, it may be possible to install it. It all depends on your house layout, and the availability of electrical outlets. A retrofit demand type system is available. Please call our office if a firm quotation is desired.

IMPORTANT: If you have a hot water re-circulating system with the pump at the water heater, never turn off the main water valve to your house when the pump is running. It will burn out the pump and will not be covered by your warranty. This usually happens when sprinklers are installed.

STERLING PLUMBING, INC.

***STATEMENT OF
WARRANTY***

ONE YEAR WARRANTY

1. Sterling Plumbing, Inc., of PO Box 26349; Santa Ana, CA 92799-6349, warrants to the purchaser of this plumbing system for a period of one (1) year from the date of purchase that the product shall be free from defects in material and workmanship. Manufacturer will be liable under this warranty only if the product is used in the manner intended by the manufacturer as specified in the written instructions furnished with the product. Manufacturer shall be liable for the replacement and installation of any parts that fail through a defect in workmanship at no charge to purchaser during the warranty period.

MANUFACTURER SPECIFICALLY DISAVOWS ANY OTHER REPRESENTATION, WARRANTY, OR LIABILITY RELATING TO THE CONDITION OR USE OF THE PRODUCT.

2. This warranty does not cover defects caused by modification or alteration of the product by anyone other than an authorized Sterling Plumbing, Inc. service center, or caused by physical abuse to or misuse of the product or its operation in a manner contrary to the accompanying instructions.
3. FOR BREACH OF ANY WRITTEN OR IMPLIED WARRANTY ON THIS PRODUCT, THE CONSUMER IS LIMITED TO THE FOLLOWING DAMAGES: ANY AND ALL LIABILITY STERLING PLUMBING, INC. AND THEIR AFFILIATES UNDER THIS AGREEMENT IS EXPRESSLY LIMITED TO THE RECOVERY OF THE AMOUNTS YOU HAVE PAID FOR SERVICE AND REPAIR THE PRODUCT SYSTEM AS DESCRIBED ABOVE. UPON ANY PAYMENT PURSUANT TO SECTION 9, STERLING PLUMBING, INC. AND THEIR AFFILIATES SHALL BE RELEASED FROM AND DISCHARGED OF ALL FURTHER OBLIGATIONS AND LIABILITY TO YOU. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR REVENUE, ECONOMIC LOSS, LOSS OF USE OF THE PRODUCT, OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE OR REPLACEMENT EQUIPMENT, FACILITIES OR SERVICES, DOWN TIME, YOUR TIME, THE CLAIMS OF THIRD PARTIES, AND INJURY TO PROPERTY, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING BUT NOT LIMITED TO, BREACH OF WARRANTY, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY, AND EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
4. **THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**
5. This warranty extends to the original purchaser of the product warranted under this warranty, and to each transferee owner of the product during the term of the warranty.

6. This warranty covers the home plumbing system installed by or under the direction of Sterling Plumbing, Inc. which may be defined as the potable water supply and distribution pipes, plumbing fixtures and traps, drainage and vent pipe, and all house drains, including their respective joints and connections, devices, receptacles, and appurtenances within the property lines of the premises and shall include potable water piping, potable water treating or using equipment, fuel gas piping, water heaters and vents for same.
7. In the event of a defect, malfunction, or other failure of the product not caused by any misuse or damage to the product while in the possession of the consumer, the warrantor will remedy the failure or defect, without charge to the consumer, within thirty (30) days. The remedy will consist of repair or replacement of the product, or refund of the purchase price, at the warrantor's option. However, the warrantor will not elect refund unless it is unable to provide replacement, and repair is not commercially practicable and cannot be made within the time for performance, or unless the consumer is willing to accept the refund.
8. If this product or one of its component parts contains a defect or malfunction, after a reasonable number of attempts by the warrantor to remedy the defects or malfunctions, the consumer is entitled to either a refund or replacement of the product or its component part or parts. Replacement of a component part includes its free installation.
9. The term of this warranty begins on the date the product is delivered to the consumer, and continues for a period of one (1) year.
10. To obtain performance of any obligation under this warranty, you must provide written notice of the warranty claim to Sterling Plumbing, Inc. at the address listed above. The notice must include the Date of Purchase, name of buyer, address of buyer, telephone number to contact buyer, and the nature of the claim. You may provide notice over the telephone by contacting the General Manager at (714) 641-5480.
11. The following informal dispute settlement procedure is available for the consumer: Any dispute relating to this Agreement, its interpretation, or the breach, termination or validity thereof, or any related purchase shall be resolved exclusively and finally by arbitration administered by the America Arbitration Association (AAA) under its ruled (www.adr.org). You may file for arbitration at an AAA office that services in the county in which your claim has arisen. The arbitration will be conducted before a single arbitrator, and will be limited solely to the dispute or controversy between you and Sterling Plumbing, Inc. The arbitration shall be held in any mutually agreed upon location in person or by telephone. A decision rendered in such arbitration proceedings will be final and binding on each of the parties, and judgment may be entered thereon in a court of competent jurisdiction. The arbitrator shall not award wither part special, exemplary, consequential, punitive, incidental or indirect damages, or attorney fees in excess of those agreed to in this Agreement. Each party irrevocably waives any such right to recover such damages. The parties will share the cost of arbitration, (Including the arbitrator's fees, if any) in the proportion that the final award bears to the amount of the initial claim.
12. **All implied warranties that may be found to exist concerning this product shall be limited to one (1) year. Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.**