

Pentair Water Treatment Limited Warranty

Fleck Controls, Inc. ("Fleck") and the Structural North American division of Essef Corporation ("Essef"), affiliated companies collectively doing business as "Pentair Water Treatment" (collectively referred to herein as "Pentair Water Treatment") manufactures their respective products ("Products") and parts ("Parts") under the highest standards of workmanship using quality materials. Accordingly, Pentair Water Treatment expressly warrants these Products and Parts as follows:

WARRANTY COVERAGE

- (a) "Fleck" branded products and parts – All Products and Parts actually manufactured after May 1, 2001 are warranted to be free from defects in material and/or workmanship under normal use and service for a period of five (5) years from the date of shipment from its plant in Brookfield, Wisconsin. All Products and Parts actually manufactured before May 1, 2001 are warranted to be free from defects in material and/or workmanship under normal use and service for a period of three (3) years from the date of shipment from its plant in Brookfield, Wisconsin.
- (b) "Wellmate" and "ROmate" branded products and parts – Wellmate and ROmate branded Residential Water System Tanks are warranted to the original owner to be free of defects in material and/or workmanship under normal use for a period of five (5) years from the date of original installation. Wellmate branded Residential Water System Tanks installed in approved installations other than residential installations are warranted for only two (2) years from the date of original installation.
- (c) "Comptec" branded products – Comptec branded products are warranted to the original owner to be free of defects in material and/or workmanship under normal use for a period of one (1) year from date of manufacture.
- (d) "Structural PolyGlass Composite and FRP branded products" – PolyGlass branded products are warranted to be free from defects in material and/or workmanship under normal use as follows:
 - All Structural PolyGlass Composite and FRP residential fiberglass tanks having diameters of 6" to 13" are warranted for a period of ten (10) years from the date of manufacture.
 - All Structural PolyGlass Composite and FRP fiberglass tanks having diameters larger than 14" are warranted for a period of five (5) years from the date of manufacture.
- (e) "CodeLine" branded products – CodeLine branded products are warranted to the original owner to be free of defects in material and/or workmanship under normal use for a period of one (1) year from date of manufacture.
- (f) All other products – products are warranted to the original owner to be free of defects in material and/or workmanship under normal use for a period of one (1) year from date of manufacture.
- (g) Any replacement Product or Part will be warranted only for the remainder of the original warranty period or thirty (30) days, whichever is longer.

EXCLUSIONS FROM THIS LIMITED WARRANTY – This warranty does not cover:

- A. Exclusions applicable to all Pentair Water Treatment products:
 1. Defects not reported to Pentair Water Treatment with the above described warranty period.
 2. Any items manufactured by other companies. Such items may carry warranties offered by the original manufacturers.
 3. Problems resulting from failure to comply with installation instructions or drawings, or improper installation.
 4. Damage caused by acts of nature or problems resulting from abuse, misuse, negligence or accident by any party other than Pentair Water Treatment.
 5. Problems resulting in whole or in part from alteration, modification or attempted repair of these Products or Parts by any party other than Pentair Water Treatment.
 6. Pistons, Seals, Spacers, and Brine Valves on all hot water valves. These parts require maintenance as part of a yearly service schedule.
 7. Noncompliance with applicable codes, and ordinances including without limitation, plumbing codes.
 8. Damage due to chemical attack.
- B. Additional exclusions applicable to WellMate, ROmate, Comptec, Structural PolyGlass Composite FRP and CodeLine branded products:
 1. Warranty applies only to original owner at the original installation location.
 2. Failure to adhere to installation and operation instructions, including failure to operate tank in accordance with limitations stated of product label.
 3. Failure to properly size tank to pump manufacturer's recommendations.
 4. Use of product with water containing sediment or chemicals.
 5. Injury to tank or any part thereof caused by exposure to vacuum, freezing, external impact, chemical attack from liquid and gasses, fire, floods and lightning.
- C. Specific exclusion applicable to PolyGlass branded products:
 1. Use in applications other than residential water softeners and filters.

WARRANTY OBLIGATIONS OF PENTAIR WATER TREATMENT – Should a defect in workmanship and/or material in Products or Parts covered by this warranty become evident during the term of the warranty, then upon compliance with the procedures, as set forth below, Pentair Water Treatment, at its option, will: In the case of Products, issue a credit in the amount of the original purchase price of the product, or repair or replace the defective Products. Pentair Water Treatment will consider, in good faith customer preference in making a determination whether to issue a credit or repair or replace a Product. In the case of Parts, whether purchased new or exchanged on a Product by other parts, Parts may not be returned for credit or repair. Pentair Water Treatment will only be responsible for the replacement of defective Parts.

PROCEDURE FOR OBTAINING WARRANTY PERFORMANCE

- A. All products except CodeLine – In order to obtain the benefits of this Limited Warranty, defective Products and/or Parts must be returned to Pentair Water Treatment as soon as possible after discovery of the defect, but in no event later than the expiration date of the warranty period provided in this Limited Warranty. The subject Product or Parts must be returned to the original point of shipment, freight prepaid, along with a letter stating the model number, serial number, if any, the date of purchase of the item which is claimed to be defective and a brief description of the problems encountered. Pentair Water Treatment is not responsible under this Limited Warranty for any cost of shipping or transportation incurred in connection with the return of the Products or Parts.
- B. CodeLine Products – If the buyer discovers within this period a failure of the product to conform to specifications, or a defect in material or workmanship, the buyer must promptly notify Pentair Water Treatment in writing. In no event may that notification be received by Pentair Water Treatment more than 30 days after the end of the warranty period. Any goods that the buyer believes to be defective are to be returned to Pentair Water Treatment's factory for examination. However, upon request of the buyer, Pentair Water Treatment may, at his discretion, agree to examine the goods in the field. If, upon examination by Pentair Water Treatment, any goods sold under this agreement or purchase order do fail to conform to CodeLine – specifications, or prove to be defective in material or workmanship, Pentair Water Treatment will supply an identical or substantially similar part F.O.B., Pentair Water Treatment's factory; or Pentair Water Treatment, at its option, will repair such part or give credit to the buyer for the original cost of such goods. However, if the goods were examined in the field and Pentair Water Treatment determines that they do conform to CodeLine – specifications, the buyer will be responsible to pay to Pentair Water Treatment, a \$750 field service charge, plus travel expenses and a \$750 per diem charge. Any replacement goods provided hereunder will be warranted against defects in material and workmanship for the unexpired portion of the one-year warranty period applicable to the goods.

NO OTHER WARRANTIES – To the maximum extent permitted by applicable law, PENTAIR WATER TREATMENT DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, with regard to the Product(s), Part(s) and/or any accompanying written materials. This limited warranty gives you specific legal rights. You may have others which vary from state/jurisdiction to state/jurisdiction.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES – To the maximum extent permitted by applicable law, in no event shall Pentair Water Treatment be liable for any damages whatsoever (including without limitation, loss of time, inconvenience, expenses such as telephone calls, labor or material charges incurred in connection with the removal or replacement of the Product(s) or Part(s), special, incidental, consequential, or indirect damages for personal injury, loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the defective Product(s) or Part(s), even if Pentair Water Treatment has been advised of the possibility of such damages. In any case, Pentair Water Treatment's entire liability under any provision of this Limited Warranty shall be limited to the amount actually paid for the Product(s) or part(s). PLEASE NOTE: Because some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, the above limitation or exclusion may not apply.

WARRANTIES OR REPRESENTATIONS BY OTHERS – No dealer or other person has any authority to make any warranties or representations concerning Pentair Water Treatment or its products. Accordingly, Pentair Water Treatment is not responsible for any such warranties or representations.

OTHER RIGHTS – This warranty gives specific legal rights, and other rights may apply. Such rights vary from state to state.