

Pentair Water Treatment Limited Warranty

Fleck Controls, Inc. and Pentair Water Treatment (OH) Company are affiliated companies collectively referred to herein as "Pentair Water Treatment", "we" or "us". We manufacture our products ("Products") and parts ("Parts") under the highest standards of workmanship using quality materials. Accordingly, we warrant our Products and Parts as follows:

WARRANTY COVERAGE

- A. Fleck branded Products and Parts - All Products and Parts 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 our plant. All Products and Parts 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 our plant.
- B. Wellmate and ROMate branded Products and Parts - Such Residential Water System Tanks installed in residential installations 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 manufacture. Wellmate branded Residential Water System Tanks installed in approved installations other than residential installations are warranted for two (2) years from the date of manufacture.
- C. Structural PolyGlass Composite, FRP and Park International branded, or Pentair Water labeled, Products and Parts - Such Products and Parts are warranted to be free from defects in material and/or workmanship under normal use as follows:
- All residential fiberglass tanks having diameters 113" and less are warranted for a period of ten (10) years from the date of manufacture.
 - All fiberglass tanks having diameters larger than 14" and greater are warranted for a period of five (5) years from the date of manufacture.
 - Tanks utilizing ABS liners that are installed for conventional de-ionization applications are warranted for a period of five (5) years from the date of manufacture: full coverage years 1-2, pro-rated (against 5 yrs) coverage years 3-5.
- D. Comptec branded Products and Parts - Comptec branded Products and Parts are warranted to be free from defects in material and/or workmanship under normal use as follows:
- Replaceable air cells are warranted for a period of one (1) year from the date of manufacture.
 - Tank and other components are warranted for a period of five (5) years from the date of manufacture.
- E. All other Products and Parts (except for replacement) - Products and Parts 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. This warranty covers all Products and Parts (except for replacement) not specifically mentioned above including CodeLine branded Products.
- F. Replacement Products/ Parts - Replacement Products or Parts are warranted for the remainder of the original warranty period or thirty (30) days from date of your purchase, whichever is longer.

EXCLUSIONS FROM THIS LIMITED WARRANTY - This warranty does not cover the following instances:

- A. Exclusions applicable to all our Products/Parts:

1. Defects not reported to the applicable Pentair Water Treatment entity, whether Fleck or Pentair Water Treatment (OH), within the applicable 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, operation or maintenance instructions or drawings, or improper installation, operation or maintenance.
 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 impacts, corrosive liquids, gases or chemicals.
 9. Damage due to hydro-pneumatic or pneumatic use.
- B. Additional exclusions applicable to Park International, WellMate, ROMate, Comptec, Structural PolyGlass Composite FRP and CodeLine branded Products/Parts: The warranty applies only to original owner at the original installation location and does not cover the following instances:
1. Failure to operate tank in accordance with limitations stated on Product label.
 2. Failure to properly size tank to pump manufacturer's recommendations.
 3. Use of Product/Part with water containing sediment or chemicals.
 4. 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.
 5. Liner abrasion caused by faulty distribution systems.
 6. Exposure of plastic surfaces to incompatible lubricants or sealants.
- C. Specific exclusion applicable to Structural PolyGlass, FRP, and Park International branded, or Pentair Water labeled, Products/Parts:
1. Warranty does not cover use in applications other than residential water softeners and filters.
 2. Warranty applies only to permanently installed tanks.

OUR WARRANTY OBLIGATIONS

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, we will undertake the following:

- A. In the case of Products - We will issue a credit in the amount of your original purchase price of the Product, or, at our option, repair or replace the defective Products (we will consider, in good faith, customer preference in

determining whether to issue a credit or repair or replace).

- B. In the case of Parts, whether purchased new or exchanged on a Product by other Parts – We will only replace defective Parts. Parts may not be returned for credit or repair.

PROCEDURE FOR OBTAINING WARRANTY PERFORMANCE

- A. All Products/Parts except CodeLine - In order to obtain the benefits of this Limited Warranty, defective Products and/or Parts must be returned to us 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. We are 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/Parts - If you discover within this period a failure of the Product to conform to specifications, or a defect in material or workmanship, you must promptly notify us in writing. In no event will we honor or accept any notification received more than 30 days after the end of the warranty period. Any goods that you believe to be defective must be returned to our factory for examination. However, upon your request, we may, in our discretion, agree to examine the goods in the field. If, upon our examination, 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, we will supply an identical or substantially similar Part F.O.B., our factory; or, at our option, we will repair such Part or give you credit for the original cost of such goods. However, if the goods are examined in the field and we determine that they do conform to CodeLine- specifications, you must pay a \$750 field service charge, plus travel expenses and a \$750 per diem charge. Any replacement goods provided hereunder are 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 where advised of the possibility of such damages. In any case, Pentair Water's 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:** Certain of the above limitations or exclusions may not apply where prohibited by applicable state law.

WARRANTIES OR REPRESENTATIONS BY OTHERS - No dealer, distributor or other person has any authority to make any warranties or representations concerning Pentair Water Treatment or its Products/Parts. 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.