

## **LIMITED WARRANTY**

Pentair Residential Filtration, LLC, referred to herein as "we" or "us," manufactures its products ("Products") and parts ("Parts") using quality workmanship and materials. Accordingly, Pentair Residential Filtration, LLC warrants to the original purchaser, referred to herein as "you," that its Products and Parts of the brands listed below will be free from material defects in materials and workmanship under normal use and service beginning on the date of manufacture and continuing for the respective warranty coverage period, and subject to the exclusions, as follows:

| VALVES & CONTROLS   |  |
|---|--|
| MODEL LINE  | WARRANTY COVERAGE PERIOD   |
| Fleck   | 5 years  |
| Autotrol  | 5 years  |
| Autotrol Magnum Series                                      | 3 years  |
| AquaMatic   | 1 year   |
| Binrun and "Peanut" 36x Series<br>manufactured after 1/1/10 | 1 year   |
| Replacement Products & Parts                                | The remainder of the original warranty period or 30 days from the date of replacement, whicever is longer. |

| FILTRATION  |  |
|---|--|
| MODEL LINE  | WARRANTY COVERAGE PERIOD   |
| Pentek housings & systems                                     | 1 year   |
| Pentek Quick Change systems                                   | 1 year as of 1/1/13  |
| Pentek opaque housings<br>(caps & sumps)                      | 5 years  |
| GE® & Pentair membrane elements                               | 1 year   |
| Freshpoint electronic controls and turbine meter              | 5 years  |
| Freshpoint membrane housings,<br>fittings and solenoid valves | 1 year   |
| Replacement Products & Parts                                  | The remainder of the original warranty<br>period or 30 days from the date of<br>replacement, whicever is longer. |

| TANKS MANUFACTURED IN USA   |  |
|---|--|
| MODEL LINE  | WARRANTY COVERAGE PERIOD   |
| Structural PolyGlass fiberglass tanks<br>having diameters 13" and less    | 10 years   |
| Structural PolyGlass fiberglass tanks having diameters of 14" and greater | 5 years  |
| Structural CT   | 5 years  |
| Structural Composite  | 5 years  |
| Structural Park International   | 5 years  |
| Structural R0mate   | 5 years  |
| Structural FRP<br>(Vinylester and Polyester)                              | 5 years  |
| Structural Retention  | 5 years  |
| Structural Portable Exchange  | 5 years  |
| Brine tanks and cabinets  | 5 years  |
| Parts and accessories   | 1 year   |
| Replacement Products & Parts  | The remainder of the original warranty<br>period or 30 days from the date of<br>replacement, whichever is longer |

## **EXCLUSIONS FROM THIS LIMITED WARRANTY**

This warranty does not cover the following instances:

- A. Warranty exclusions applicable to all Products and Parts:
  - 1. Defects not reported to us within the applicable warranty period;
  - 2. Membrane fouling or scaling;
  - 3. Any items manufactured by other companies. Such items may carry warranties offered by the original manufacturers. This includes any service Parts used that are manufactured by other companies, including but not limited to, motors, pistons, seal kits, spacer kits, bypass valves, brine connections & devices, or any other non-Pentair Parts:
  - 4. Problems resulting from failure to comply with installation, operation or maintenance instructions or drawings, or improper installation, operation or maintenance;
  - 5. Damage caused by acts of nature or problems resulting from abuse, misuse, negligence or accident;
  - 6. Problems resulting in whole or in part from alteration, modification or attempted repair of these Products or Parts by any party other than us or a party we have approved in writing;
  - 7. Damage or failure of a Product or Part caused by friction, wear, chemical attack, or debris build-up on Wear Parts. "Wear Parts" include, but are not limited to: pistons, piston rods, seals, spacers, end cap quad rings, and brine valves on all piston operated valves, as well as valve disk flappers on Autotrol valves, and parts requiring replacement under recommended maintenance procedures, such as filter housing 0-rings and gaskets;
  - 8. Valves exposed to excessive levels of the following list of contaminants require maintenance as part of a yearly service schedule:
    - a) Ozone: > 0.0 mg/l
    - b) Chlorine or chloramines: > 4mg/l
    - c) Hydrogen Sulfide
    - d) pH: < 6 or > 9
    - e) Iron: in concentrations sufficient to cause scuffing on piston and seal surfaces
    - f) Manganese: in concentrations sufficient to cause scuffing on piston and seal surfaces
    - q) Sand and Suspended Solids: in concentrations sufficient to cause scuffing on piston and seal surfaces;
  - 9. Due to water conditions, some Products or Parts may require maintenance or cleaning during the warranty period. Products or Parts returned due to debris build up, including, but not limited to, plugged filters, are not

covered under this warranty;

- 10. Noncompliance with applicable codes, and ordinances including without limitation, plumbing codes;
- 11. Damage due to impacts, corrosive liquids, gases, or chemicals;
- 12. Damage due to hydro-pneumatic or pneumatic use; and
- 13. Labor to install warranted parts and trip charges including mileage are the responsibility of the system owner.
- B. Additional exclusions applicable to Park International and Park Pentair Water, CT, Structural PolyGlass Composite, and FRP Products and Parts:
  - 1. The warranty applies only to original purchaser;
  - 2. Failure to operate a tank in accordance with the limitations stated on the Product label;
  - 3. Failure to properly size a tank to manufacturer recommendations;
  - 4. Use of Products or Parts 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 or lightning;
  - 6. Liner abrasion caused by faulty distribution systems; and
  - 7. Exposure of plastic surfaces to incompatible lubricants or sealants.

## **OUR WARRANTY OBLIGATIONS**

Should a material defect in workmanship or materials in Products or Parts covered by this warranty become evident during the applicable warranty period, then as our sole obligation and in full satisfaction of any warranty claim, we will issue a credit in the amount of your original purchase price of the Product or Part, or, at our option, repair or replace the defective Product or Part (we will consider, in good faith, customer preference in determining whether to issue a credit or repair or replace). The terms of this warranty are subject to the laws and regulations of the country in which the Product or Part was purchased.

## PROCEDURE FOR OBTAINING WARRANTY

- A. We extend warranties solely to direct transactional customers of Pentair Residential Filtration, LLC. All secondary customers of these Products and Parts must submit warranty claims with their direct suppliers.
- B. In order to obtain the benefits of this Limited Warranty, defective Products or Parts must be returned to us as soon as possible after discovery of the material defect, but in no event later than the expiration date of the warranty period provided in this Limited Warranty. The subject Product or Part 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 materially 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 Product or Part. Product returned in a manner that does not ensure integrity during shipment may not be covered by warranty.
- C. You shall be responsible for handling all Product and Part warranty claims that are remedied through repair or replacement of the Product or Part, or a refund of the price paid for such Product or Part, with the dealer or end user, as applicable. After you have settled such warranty claims, you shall seek your remedy from us; provided, however, that in no event shall the value of the remedy provided to you, whether in the form of repair, replacement, or account credit, exceed the purchase price paid by you. For Product or Part warranty claims that include property damage or bodily injury, you shall notify us of such claim and we shall work directly with the end user to remedy and settle any such claims in our sole discretion. You shall not, under any circumstances, settle any Product or Part warranty claim involving bodily injury or property damage without our written consent to do so.
- D. In all instances of a Product or Part warranty claim, and prior to providing any warranty remedy, you shall: 1) notify us in writing of the warranty claim within five (5) business days of your receipt of the claim; 2) investigate the claim, which may include taking or requesting digital photographs of the installed Product or Part, verifying proper installation, or other means of validating the claim and verifying the damages claimed; 3) return the defective Product to us; and 4) for those claims involving bodily injury or property damage, cooperate with us and provide requested information for us to complete our investigation.

NO OTHER WARRANTIES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, PENTAIR RESIDENTIAL FILTRATION, LLC 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 ANY ACCOMPANYING WRITTEN MATERIALS. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS WHICH VARY FROM STATE TO STATE.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PENTAIR RESIDENTIAL FILTRATION, LLC 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 BODILY 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 RESIDENTIAL FILTRATION, LLC'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).

WARRANTIES OR REPRESENTATIONS BY OTHERS. No dealer, distributor or other person has any authority to make any warranties or representations concerning Pentair Residential Filtration, LLC or its Products or Parts. Accordingly, Pentair Residential Filtration, LLC is not responsible for any such warranties or representations.

