

Pentair Water Limited Warranty

Pentair Water India Pvt. Ltd., a division of "Pentair Water" manufactures its products ("Products") and parts ("Parts") under the highest standards of workmanship using quality materials. Accordingly, Pentair Water expressly warrants these Products and Parts as follows:

WARRANTY COVERAGE

- a) All the "CodeLine" & "Pentair" branded membrane housing 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 Invoice.
- b) Any replacement Product or Part 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

EXCLUSIONS FROM THIS LIMITED WARRANTY

This warranty does not cover:

1. Defects not reported to Pentair Water within 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.
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.
6. Normal wear of replaceable components, including elastomeric Seals, Spacers etc. 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.
9. Warranty applies only to original owner at the original installation location
10. Shortages in receipt of spares/components/products not intimated to the seller within 60 days of the receipt by buyer

WARRANTY OBLIGATIONS OF PENTAIR WATER

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, 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 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 will only be responsible for the replacement of defective parts.

PROCEDURE FOR OBTAINING WARRANTY PERFORMANCE

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 in writing. In no event may that notification be received by Pentair Water 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 factory for examination. However, upon request of the buyer, Pentair Water may, at its discretion, agree to examine the goods in the field. If, upon examination by Pentair Water, any goods sold under this agreement or purchase order do fail to conform to CodeLine / Pentair- specifications, or prove to be defective in material or workmanship, Pentair Water will supply an identical or substantially similar part F.O.B., Pentair Water factory; or Pentair Water, 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 determines that they do conform to CodeLine / Pentair- specifications, the buyer will be responsible to pay to Pentair Water, a \$750 field service charge, plus travel expenses and a \$750 per diem charge.

NO OTHER WARRANTIES. To the maximum extent permitted by applicable law, PENTAIR WATER 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 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 has been advised of the possibility of such damages. In any case, Pentair Water 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 or its products. Accordingly, Pentair Water is not responsible for any such warranties or representations.

OTHER RIGHTS - This warranty gives specific legal rights, and other rights may apply.