

Pentair Water Treatment Limited Warranty

Fleck Controls, Inc., d/b/a Pentair Water Treatment ("Pentair Water Treatment") manufactures its 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 - All Products and Parts actually manufactured by Pentair Water Treatment 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 sixty (60) months from the date of shipment from its plant in Brookfield, Wisconsin. All Products and Parts actually manufactured by Pentair Water Treatment 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 thirty-six (36) months from the date of shipment from its plant in Brookfield, Wisconsin. 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:

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. Problems resulting from abuse, misuse, negligence or accident by any party other than Pentair Water Treatment.

Problems resulting in whole or in part from alteration or modification of these Products or Parts by any party other than Pentair Water Treatment.

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 - 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. (*Reference Warranty Procedures below*) 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.

NO OTHER WARRANTIES. To the maximum extent permitted by applicable law, Pentair Water Treatment disclaims all other warranties, either express or implied, including, but not limited to 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.

Pentair Water Treatment Warranty Procedures

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1. Issuance of a credit for a Product: Upon receipt of the Product, Pentair Water Treatment will verify the reported failure and determine if the Product meets the criteria of this Limited Warranty. In some cases, Pentair Water Treatment may elect to detain the product at customer's facility for inspection by a Pentair Water Treatment representative. Upon verification, and in the event it determines to issue a credit, a credit invoice will automatically be processed to the involved customer's account in the amount of the original purchase price. In the event the Product is deemed not warrantable under the terms of this Limited Warranty, Pentair Water Treatment will contact the customer to determine if the customer would like the unwarranted Product returned at Customer's expense or scrapped.

2. Repair of a Product: Upon receipt of the Product, Pentair Water Treatment will verify the reported failure and determine if the Product meets the criteria of this Limited Warranty. In some cases, Pentair Water Treatment may elect to detain the product at customer's facility for inspection by a Pentair Water Treatment representative. Upon verification, and in the event it determines to repair a Product, a work order will automatically be processed, and the repaired Product will be shipped to customer's destination of choice, freight prepaid, within normal posted lead times. In the event the Product is deemed not warrantable under the terms of this Limited Warranty, Pentair Water Treatment will contact the customer to determine if the customer would like the unwarranted Product returned at Customer's expense or scrapped.

3. Replacement of a Product or Part: Upon receipt of the Product or Part, Pentair Water Treatment will verify the reported failure and determine if the Product or Part meets the criteria of this Limited Warranty. Upon verification, in the case of Parts, and in the event a determination is made to replace a Product, a work order will automatically be processed, and the replacement Product or Part will be shipped to customer's destination of choice, freight prepaid, within normal posted lead times. In the event the Product is deemed not warrantable under the terms of this Limited Warranty, Pentair Water Treatment will contact the customer to determine if the customer would like the unwarranted Product returned at Customer's expense or scrapped.