RAINWATER LIMITED WARRANTY

LIMITED WARRANTY

Rainwater Inc., referred to herein as "we" or "us" or "Rainwater". Rainwater 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 sale and continuing for the respective warranty coverage period, and subject to the exclusions, as follows:

- Fleck 5800 valve 3 years
- LMI chemical feed pumps 1 year
- In-line filter housings 1 year
- Water pumps 1 year
- Misc. parts 1 year

- · Structural polyglass fiberglass tanks 3 years
- Workmanship 1 year
- Pressure & holding tanks 1 year
- Labor warranty 1 year
- Used/rebuilt parts warranty 6 months

What is covered:

Rainwater's Pure Tech Series Residential Water Conditioning Systems, Neutralizers, Filters and Sulphur Guards and any other water treatment equipment.

EXCLUSIONS FROM THIS LIMITED WARRANTY

This warranty does not cover the following instances:

- 1. Defects not reported to us within the applicable warranty period.
- 2. Damage caused by acts of nature including but not limited to freezing, or problems resulting from abuse, misuse, negligence or accident.
- 3. 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.
- 4. 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 Pentair valves, and parts requiring replacement under recommended maintenance procedures, such as filter housing O-rings and gaskets.
- 5. 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
 - g) Sand and Suspended Solids: in concentrations sufficient to cause scuffing on piston and seal surfaces
- 6. Due to water conditions, some Products or Parts may require maintenance or cleaning during the warranty period. Products or Parts damaged due to debris build up, including, but not limited to, plugged filters, are not covered under this warranty.
- 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.
- 10. Labor to install warranted parts and trip charges including mileage are the responsibility of the system owner.
- 11. The warranty applies only to original purchaser.
- 12. Failure to operate a tank in accordance with the limitations stated on the Product label.
- 13. Use of Products or Parts with water containing sediment or chemicals.
- 14. Injury to tank or any part thereof caused by exposure to vacuum, freezing, external impact, chemical attack from liquids and gases, fire, floods or lightning.
- 15. Liner abrasion caused by faulty distribution systems.
- 16. Exposure of plastic surfaces to incompatible lubricants or sealants.
- 17. Water conditions have changed since the original water test that was completed for the install of the equipment in question.

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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 repair or replace the defective Product or Part, or, at our option, issue a credit in the amount of your original purchase price of the Product or Part. 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

- 1. We extend warranties solely to direct transactional customers of Rainwater.
- 2. 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. 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.

NO OTHER WARRANTIES

To the extent permitted by applicable law, RAINWATER 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 Rainwater 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, Rainwater entire liability under any provision of this Limited Warranty shall be limited to the amount actually paid for the Product(s) or Part(s).