essef LLC - LIMITED WARRANTY POLICY

- 1. essef LLC ("essef") warrants its line of filtration products (the "Products") to be free of defects in material and workmanship for a period of **ninety** (90) days from the date of purchase.
- 2. This warranty does not cover any Products purchased for use in applications in which the Product is not intended or suited. It is the responsibility of the buyer to determine if a Product is suitable for a particular application.
- 3. esset's obligations under this warranty are limited to the repair or replacement (at esset's sole discretion) of the failed or defective Product manufactured by esset, and esset assumes no liability whatsoever for direct, indirect, incidental, consequential, special, general or other damages.
- 4. essef assumes no liability and extends no warranties, expressed or implied, for the use of its Products with non-potable water sources or a water sources which do not meet the conditions for use described in the owner's guide or performance data sheet for the Product.
- 5. The warranty applies only when the Product is used within the Product specifications and service life (as indicated in essef's Product literature) from the date of purchase, beyond which essef is absolved of any and all liability for any use of the Product.

THE REMEDIES OF BUYER SET FORTH IN THIS LIMITED WARRANTY ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER REMEDIES AND WARRANTIES (INCLUDING WARRANTY OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE) AND NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY essef IN CONNECTION WITH THE MANUFACTURE OR SALE OF ITS PRODUCTS. NO WARRANTY SHALL EXTEND BEYOND THE APPLICABLE TIME PERIOD STATED IN BOLD FACE TYPE ABOVE. THE LIABILITY OF essef, WHETHER IN CONTRACT, TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT EXTEND BEYOND ITS OBLIGATION TO REPAIR OR REPLACE, AT ITS OPTION, ANY PRODUCT OR PART FOUND BY essef TO BE DEFECTIVE IN MATERIAL OR WORKMANSHIP. essef SHALL NOT BE LIABLE FOR COST OF REMOVAL OR INSTALLATION. NO EMPLOYEE, REPRESENTATIVE OR DISTRIBUTOR IS AUTHORIZED TO CHANGE THE FOREGOING WARRANTIES IN ANY WAY OR GRANT ANY OTHER WARRANTY ON BEHALF OF essef.

Some states do not allow limitations on how long an implied warranty lasts, or for the exclusion of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

6. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

7. THIS WARRANTY EXCLUDES THE FOLLOWING:

- a. Damage caused by improper installation, operation or care.
- b. Damage, wear or degradation caused by improper storage prior to use.
- c. Damage caused by chemical attack, environment, accident, fire, flood, freezing, Act of God, misuse, misapplication, neglect, oxidizing agents (such as chlorine, ozone, chloramines and other related components), alteration, installation or operation contrary to the printed instructions, or by the use of accessories or components which do not meet esset's specifications, including the use of a replacement element not manufactured or supplied by essef. Refer to the specifications section in the Installation and Operating manual for approved application parameters.
- d. Modification or alteration by other than essef employees.
- e. Rubber type parts and normal wear items i.e. "O" rings, etc...
- f. Any costs of labor or expenses expended in the removal and/or installation of the Product, or any surrounding device.
- g. Altering or removing the essef information label.
- h. Use of non essef approved cartridges, filters, or replacement parts with the appropriate systems.
- 8. Product repair or replacement under this warranty is to be provided by the distributor/installer who sold the Product to the user. If the distributor is unable to provide appropriate service, contact:

essef LLC - Texas Location

34495 Melinz Parkway. Eastlake, Ohio 44095 PHONE: (440) 510-0108 FAX (440) 510-0202

A Returned Goods Authorization (RGA) number must be received from the above office and placed on all shipments to and correspondence with essef. When making a warranty claim, please be prepared with the following information: 1) Model number and purchase order number; 2) Date of installation; 3) Name of installer; 4) Nature of any problem or defect; and 5) Your address and contact information.