



## EVERPURE<sup>§</sup>

### 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, we warrant to the original purchaser (i.e. the party that purchased the Product directly from us), referred to herein as “you,” that our Products and Parts listed below will be free from material defects in materials and workmanship under normal use and service beginning on the date of purchase from us (we reserve the right to require proof of purchase), except as noted below, and continuing for the respective warranty coverage period, and subject to the exclusions, as follows:

MODEL LINE	WARRANTY COVERAGE PERIOD
Water filtration systems, excluding cartridges	1 year
Reverse osmosis systems, excluding cartridges	1 year from date of manufacture
Filter and water treatment cartridges	1 year
Exubera and Helia water appliances, excluding cartridges	2 years
Solaria water appliance, purchased after 6/1/13	1 year
Polaria appliance	1 year, electrical components and water system 5 years, refrigeration system
Filtration faucets with coated finish	3 years
Filtration faucets without coated finish	5 years
Replacement parts	The remainder of the original warranty period or 30 days from the date of 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, except if listed above. Such items may carry warranties offered by the original manufacturers;
4. Problems resulting from failure to comply with installation, operation or maintenance instructions or drawings, or improper installation, operation or maintenance;
5. Problems resulting 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;
6. Consumables, including but not limited to, pre-filters, cleaning solutions and batteries (“Consumables”) and damage or failure of a Product or Part caused by friction, wear, chemical attack, or debris build-up on Consumables;
7. Products or Parts returned due to debris build up, including, but not limited to, plugged filters;
8. Noncompliance with applicable codes, and ordinances including without limitation, plumbing codes;
9. Damage caused by accident, fire, flood, excessive heat or cold, Acts of God, misuse, misapplication, neglect, oxidizing agents (such as chlorine, ozone, chloramines and other related oxidizers), corrosive liquids or gases or chemicals, failure to perform maintenance or cleaning, improper handling or storage, installation or operation contrary to our printed instructions in the applicable manual, or by the use of accessories or components which do not meet our specifications;
10. Cost of installation and labor to install warranted parts and trip charges including mileage; and
11. Systems that have been installed or commissioned beyond the expiration date marked on the box label or that have been operated without the specified pre-filter.

## 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 REMEDIES

- A. If you did not purchase the Product or Part directly from us, your claim should be initiated with the dealer from whom you purchased the Product or Part. If you are an authorized dealer or distributor and purchased the Product or Part directly from us, please contact your customer care representative to begin the warranty claim process.
- B. 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.
- C. 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.

**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.** As a manufacturer, we do not know the characteristics of your water supply or the purpose for which you are purchasing a Product or Part. The quality of water supplies may vary seasonally, geographically, or over a period of time, and your water usage rate may vary as well. For these reasons, we assume no liability for the determination of the proper equipment necessary to meet your requirements and we do not authorize others to assume such obligations for us. **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, 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.



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