

E³ SERIES WATER SOFTENERS LIMITED WARRANTY

Hellenbrand, Inc., warrants to the original consumer purchaser that the E³ Series and the parts listed below will be free from defects in material and/or workmanship from the date of the original installation for the following time periods:

For a Period of FIVE YEARS: The control valve including electrical parts, internal parts, and valve body.

For a Period of TEN YEARS: Mineral tanks, 6" Diameter - 13" Diameter.

For a Period of FIVE YEARS: Mineral tanks, 14" - Up.

For a Period of FIVE YEARS: The salt storage/cabinet tank.

For a Period of ONE YEAR: Any other component.

Any parts used for replacement are warranted for the remainder of the original warranty period applicable to the part.

THIS WARRANTY IS EFFECTIVE TO THE ORIGINAL CONSUMER PURCHASER ONLY, AND ONLY AS LONG AS THE E³ SERIES REMAINS AT THE ORIGINAL INSTALLATION SITE.

No sales representative, distributor, agent, dealer, reseller or any other person is authorized to make any other warranty on behalf of Hellenbrand, Inc. Upon expiration of the applicable warranty period(s), Hellenbrand, Inc., shall have no further liability related to the products/parts to which the warranty period(s) apply, except with respect to valid warranty claims asserted during the appropriate warranty period(s).

If a part described above becomes defective within the specified warranty period, you should notify your E³ Series sales representative and arrange a time during normal business hours for the inspection of the water conditioner at the original installation site. Any part found defective within the terms of this warranty will, at Hellenbrand, Inc.'s option, be repaired or replaced. You are responsible for freight from our factory and local service charges. This paragraph sets forth the exclusive remedy for any valid warranty claims against Hellenbrand, Inc.

THIS WARRANTY DOES NOT COVER defects caused by sand, sediment or bacteria fouling, accident, fire, flood, Act of God, misuse, misapplication, neglect, alteration, installation or operation contrary to Hellenbrand, Inc.'s printed instructions, or installation, repair or service by anyone other than Hellenbrand, Inc., or an authorized Hellenbrand reseller.

As a manufacturer, we do not know the characteristics of your water supply or the purpose for which you are purchasing this water conditioner. Please understand that the quality of water supplies may vary seasonally or over a period of time, and that your water usage rate may vary as well. Water characteristics can also change considerably if your water conditioner is moved to a new location. 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.

REMEDIES FOR DEFECTS OR FAILURES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ARE LIMITED TO THE REMEDIES PROVIDED IN THIS WARRANTY. ANY EXPRESS WARRANTY NOT PROVIDED HEREIN AND ANY WARRANTY WHICH MIGHT ARISE BY IMPLICATION OR OPERATION OF LAW, WHETHER FROM THE SELLER AND/OR MANUFACTURER OF THIS PRODUCT, IS HEREBY EXCLUDED AND DISCLAIMED, TO THE EXTENT ENFORCEABLE UNDER APPLICABLE LAW, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

UNDER NO CIRCUMSTANCES SHALL HELLENBRAND, INC., BE LIABLE TO THE ORIGINAL CONSUMER PURCHASER OR TO ANY OTHER PERSON FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER LOSS, DAMAGE, OR EXPENSE OF ANY KIND, INCLUDING LOSS OF PROFITS, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, IN TORT OR OTHERWISE, AND REGARDLESS OF WHETHER HELLENBRAND, INC., WAS AWARE OF THE POSSIBILITY OF SUCH LOSS. THESE LIMITATIONS WILL APPLY REGARDLESS OF ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Some states do not allow limitations on how long an implied warranty lasts or exclusions or limitations of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.