

BLAKE WATER SOLUTIONS | STATEMENT OF LIMITED WARRANTY

1. *Limited Warranty:* BWS™ warrants its water treatment equipment products to conform to and meet the Buyers specifications and/or purchase order instructions for the period of time beginning on the date of purchase as set forth in the chart below. This warranty is expressly in lieu of any other warranties expressed or implied including any implied warranty of merchantability or fitness for a particular purpose. In as much as the use of the product is beyond the control of BWS™, BWS™ expressly disclaims any warranties for any loss or damage alleged to be caused directly or indirectly by any of its products, the operation, or failure to operate, or for the defense of any claims or causes of action brought by anyone directly or indirectly based on a claim arising out of the operation of this product or its failure to operate when installed or used in combination with another product.

WARRANTY PERIOD

ITEM	10 YR	5 YR	1 YR
Mineral Tanks (Fiberglass)	•		
Softener/Filter Control Valves*		•	
Brine Tank/Cabinet		•	
Reverse Osmosis/Ultra Violet**			•
Cartridge Filter Systems**			•
Chemical Feed Pumps			•

*30 DAY WARRANTY COVERAGE ON ALL VALVE COMPONENTS

**EXCLUDES REPLACEMENT CARTRIDGES

2. *EXCLUSIONS:* This Warranty does not cover damage or defects resulting from or in any way attributable to:
- (A) The improper storage, shipping or handling of the product
 - (B) Neglect
 - (C) Abuse
 - (D) Misuse
 - (E) Repair or alteration of the product
 - (F) Settlement or structural movement and/or movement of materials to which the product is attached
 - (G) Damage from incorrect design of the system
 - (H) Exceeding the maximum design loads
 - (I) Acts of God including (*but not limited to*) hurricanes, tornadoes, floods, earthquakes, severe weather or other natural phenomenon
 - (J) Lack of proper maintenance
 - (K) Any cause other than manufacturing or installation defects attributable to BWS™

BLAKE WATER SOLUTIONS | STATEMENT OF LIMITED WARRANTY

3. *Disclaimer:* This statement of Warranty constitutes the only warranty extended by BWS for the product. BWS disclaims all other warranties, expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose.

No other warranty will be made by or on behalf of BWS or by operation of law or by usage of trade or course of dealing with the respect to the product or its installation, storage, handling, maintenance, use, replacement or repair. This Warranty gives you specific rights and you may also have other rights which vary from state to state.

4. *Exclusion of Incidental and Consequential Damages.* In no event will BWS be liable for any incidental, special, indirect, or consequential damages, whether resulting from the use, misuse or inability to use the product or from defects in the product. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

5. *Modifications and Alterations of Product.* BWS shall have no responsibility hereunder for defective product subjected to further processing or alteration after shipment.

6. *Settlement of Claim.* Any refund or material replacement by BWS pursuant to the terms hereof shall constitute a full settlement and release of all claims hereunder for damages or other relief, and shall be a complete bar to any litigation filed subsequently to the acceptance of such refund or settlement.

7. *Modification or Discontinuation of Products.* BWS reserves the right to modify or discontinue any of its products without notice and shall not be liable as a result of such modification or discontinuation.

8. *Buyer's Remedies:* In the event of a breach of the Warranty set forth herein, it is expressly agreed that the Buyer's only and exclusive remedy is to require BWS to replace, free of charge, any of Seller's products which do not meet Buyer's specifications. This shall be the limit of Seller's liability. If the product furnished to the Buyer shall fail to conform to Buyer's specification or to the Warranty set forth herein, the Seller shall replace such non-conforming product at the original point of delivery. Any transportation charges involved in such disposition shall be for the Seller's account. The Seller shall not in any event be liable for the cost of any labor expended on any such product or for any special direct, indirect, incidental or consequential damages to anyone by reason or the fact that such product does not conform to Buyer's specification or to the Warranty set forth herein.

9. *Notices:* Please direct all notices pursuant to this Warranty to: Customer Service, Blake Water Solutions, 4 New Park Road, East Windsor, Connecticut 06088, phone 866.405.1431 or email warranty@bwsfmfg.com