

Warranty Terms & Conditions

All warranty periods will start from the invoice date.

In these Warranty Terms & Conditions:

"**Conditions**" means these warranty terms and conditions, as set out in this document and (unless the context otherwise requires) includes any special warranty terms and conditions separately agreed in writing between the Purchaser and Pentair.

"**Goods**" means the goods which Pentair has supplied to the Purchaser and to which these Conditions are intended to apply.

"**Pentair**" means the party who has sold and supplied the Goods to which these Conditions apply.

"**Purchaser**" means the party who has purchased the Goods to which these Conditions apply.

The following additional terms apply to these Conditions:

1. All Goods (and any component parts) which prove to be defective within one (1) year after the invoice date due to any circumstance having occurred before the passing of the risk will, at Pentair's choice, either be subsequently improved or substituted.
2. Purchaser must give Pentair notice in writing of any alleged defect covered by this warranty (together with all identifying details, including the serial number, the type of Goods, and the date of purchase) within thirty (30) days of the discovery of such defect and in any event during the warranty period. No claim made after the expiration of the warranty period shall be valid.
3. This warranty is based on the use of original equipment manufacturer (OEM) replacement parts. Pentair assumes no responsibility or liability if alterations, non-authorized design modifications and/or non-OEM replacement parts are incorporated. If and to the extent that the complaint proves to be justified, Pentair bears the expenses necessary for the purpose of subsequent performance, insofar as this does not result in a disproportionate burden on Pentair. Insofar as the expenses are increased by the fact that the Purchaser has moved the Goods to a place other than the place of performance after delivery, any additional costs incurred as a result shall be borne by the Purchaser. In the event of the sale of a newly manufactured item, Pentair shall also reimburse the expenses incurred by the Purchaser within the scope of recourse claims in the supply chain to the extent of his statutory obligation. Unless otherwise stated in the Warranty Table, this warranty extends to repaired or replaced parts of Pentair's manufacture for six (6) months or for the remainder of the original warranty period applicable to the Goods or parts being repaired or replaced, whichever is greater.
4. If multiple problems occur which are related to each other, the warranty period of the root cause will be taken as the warranty period for all affected components.
5. Pentair may substitute new Goods or improve part(s) of any Goods judged defective without further liability. All repairs or services performed by Pentair, which are not covered by this warranty, will be charged in accordance with Pentair's standard prices then in effect.
6. Under the terms of this warranty, Pentair shall not be liable for: (a) consequential, incidental, collateral, special or liquidated losses or damages; (b) defects caused by normal wear and tear, abnormal conditions of use, failure to maintain, clean, use or operate as per Pentair's product manual or other written guidelines, accident, neglect, abuse or misuse of the Goods; (c) the expense of, and loss or damage caused by, repairs or alterations made by anyone other than Pentair; (d) damage caused by failure to maintain water conditions or water chemistry, by water freezing, membrane fouling or scaling, debris build-up, abrasive materials, chemicals, gases, liquids, scale deposits, corrosion, lightning, improper voltage, mishandling, or other similar conditions; (e) damage due to hydro-pneumatic or pneumatic use; (f) damage 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 parts requiring replacement under recommended maintenance procedures, such as filter housing O-rings and gaskets); (g) any loss or damage relating to or resulting from installation, removal or reinstallation of Goods; (h) any labor costs or charges incurred in repairing or replacing defective Goods or parts; (i) any expense of shipment of Goods or repaired or replacement parts; or (j) any other loss, damage or expense of any nature, including, without limitation, accidental damage, fire, acts of God, or other circumstances outside Pentair's control.
7. TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY IS THE SOLE WARRANTY OF PENTAIR AND PENTAIR HEREBY EXPRESSLY DISCLAIMS AND PURCHASER WAIVES ALL OTHER WARRANTIES EXPRESSED, IMPLIED IN LAW OR IMPLIED IN FACT, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PENTAIR'S SOLE OBLIGATION UNDER THIS WARRANTY SHALL BE, AT ITS OPTION, TO REPAIR OR REPLACE ANY GOODS (OR ITS COMPONENT PARTS) WHICH HAS A DEFECT COVERED BY THIS WARRANTY, OR TO REFUND THE PURCHASE PRICE OF SUCH GOODS OR PART.