

OptiPure® Limited Warranty of Physical Quality

The OptiPure division of Procam Controls, Inc. ("the Company") warrants the quality of workmanship of their "Products" per the following:

All system components and assembly except for replacement filter cartridges, separation membranes; and permeate pumps, electric motors, diaphragm pumps, rotary vane pumps shall be warranted against defects in workmanship for a period of 60 months from the date of original shipment.

Replacement filter cartridges are warranted for defects in material and workmanship only. Service life of replacement filter cartridges varies significantly with local water conditions and volume and thus cannot be warranted. Furthermore, separation membranes are equally susceptible to feed water conditions (e.g. presence of iron, alum and silica) and shall be warranted only for defects in construction. Membrane failure due to fouling, hydrolysis, oxidation or other damage caused by the local water conditions is not covered under warranty.

Permeate pumps, electric motors, diaphragm pumps, rotary vane pumps shall be warranted against materials and workmanship for a period of 12 months from the date of purchase and is limited to the terms of warranty extended by the original equipment manufacturer.

Products should only be installed and operated in accordance with the Company's recommended procedures and guidelines. Products must be maintained and serviced with OptiPure approved replacement parts and filters. Failure to replace filter cartridges or filter elements at recommended interval or specified capacity will void warranty.

In the event of such defects occurring within the warranty period, the Company will, at its option, replace or recondition the defective component without charge. Warranty related repairs are to be affected by returning the product to the Company, freight prepaid, with the proper "Returned Goods Authorization" number, for repair.

This shall constitute the exclusive remedy for breach of warranty, and the Company shall not be responsible for any incidental or consequential damages, including, without limitation, damages or other costs resulting from labor charges, delays, vandalism, negligence, fouling caused by foreign material, damage from adverse water conditions, water hammer, chemicals, or any other circumstances over which the Company has no control.

This warranty shall be invalidated by any abuse, misuse, misapplication, alteration or improper installation of the product.

Obtaining Warranty Service:

To obtain warranty service the customer should:

- 1) Contact your authorized OptiPure dealer who supplied the product.
- 2) Or call the Company's customer service department for replacement parts and support.

Replacement parts for defective parts covered under the terms of the warranty will be shipped the same day via overnight service at the Company's expense. Upon return of the defective parts a credit will be issued for the replacement parts if found to be covered under the warranty. If defective parts are not covered under the warranty and found to be defective by causes outside of the Company's control the customer will be responsible for overnight freight charges.

The Company will furnish factory labor to make repairs on parts or products that are covered by the warranty and returned to the factory. In no case will the Company be liable for the cost of field labor for repairs. The Company will pay normal surface shipping charges to return to the customer parts or products covered under terms of the warranty.

In the case of the customer contracting with a local third party to install or replace parts covered under warranty the Company will not be responsible for the charges incurred or any additional damage done to the product (e.g. cross-threading, over-tightening, over-application of Teflon tape or stripping of pipe threads).

This warranty is in lieu of all other warranties, expressed or implied, including warranties of fitness for a particular purpose. This is the exclusive remedy. Liability for consequential damages, under any and all warranties, are excluded to the extent exclusion is permitted by law.

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