

## **Residential Water Softener & Filter Limited Warranty**

INCLUDES – Pro100, Pro101, Pro111, Pro210, Pro300, Pro300MDP, Pro305, Pro315 EXCLUDES – Iron Lazer and Iron Lazer Plus Filter Systems

Proficient H<sub>2</sub>O warrants to the original consumer purchaser that the System and the parts listed below will be free from defects in material and/or work-manship from the date of the original installation for the following time periods:

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

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

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

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

For a Period of ONE YEAR: The entire water conditioner system ("System").

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

THIS WARRANTY IS EFFECTIVE TO THE ORIGINAL CONSUMER PURCHASER ONLY, AND ONLY FOR AS LONG AS THE SYSTEM REMAINS AT THE ORIGINAL INSTALLATION SITE. COVERAGE TERMINATES IF YOU SELL OR OTHERWISE TRANSFER THE SYSTEM OR IF THE SYSTEM IS MOVED FROM THE ORIGINAL INSTALLATION SITE.

No sales representative, distributor, agent, dealer, reseller, authorized seller or any other person or entity is authorized to make any other warranty, or modify or expand the warranty provided herein on behalf of Proficient H<sub>2</sub>O. Upon expiration of the applicable warranty period, Proficient H<sub>2</sub>O shall have no further liability related to the System/parts to which the warranty period applies, except with respect to valid warranty claims asserted during the appropriate warranty period.

If the System or any part described above becomes defective within the specified warranty period, you should notify your local authorized seller of Proficient H<sub>2</sub>O products, and arrange a time during normal business hours for the inspection of the System at the original installation site. You may also contact Proficient H<sub>2</sub>O and we will provide you with the contact information for your local authorized seller of Proficient H<sub>2</sub>O products. Proficient H<sub>2</sub>O, at its option, will repair or replace the System or any part found defective within the terms of this warranty. You are responsible for freight from our factory and any service fees charged by the local authorized seller of Proficient H<sub>2</sub>O products for installation, repair, removal, replacement, service, etc., of any System or parts. This warranty does not include any labor charges. This paragraph sets forth the exclusive remedy for any valid warranty claims against Proficient H<sub>2</sub>O.

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 Proficient  $H_2O$ 's printed instructions, or installation, repair or service by anyone other than Proficient  $H_2O$  or an authorized seller of Proficient  $H_2O$  products.

IN ADDITION, THIS WARRANTY DOES NOT COVER UNPROTECTED OUTDOOR INSTALLATIONS. This System, including all of the electrical components, must be protected against windblown dust, falling and windblown rain, freezing temperatures and the formation of ice, with an appropriate enclosure consisting of a floor, roof, walls, ventilation and heat.

As a manufacturer, we do not know the characteristics of your water supply or the purpose for which you are purchasing this system. You should be aware 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 may change considerably if this System is moved to a new location. For these reasons, Proficient H<sub>2</sub>O assumes no liability for the determination of the proper equipment necessary to meet your needs; and Proficient H<sub>2</sub>O does not authorize others to assume such obligations for Proficient H<sub>2</sub>O.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, REMEDIES FOR DEFECTS OR FAILURES ARE LIMITED TO THE REMEDIES PROVIDED IN THIS WARRANTY. THERE ARE NO EXPRESS WARRANTIES OTHER THAN THOSE SET FORTH HEREIN. ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE, ARE LIMITED IN DURATION TO THE APPLICABLE WARRANTY PERIOD SET FORTH ABOVE.

UNDER NO CIRCUMSTANCES SHALL PROFICIENT H2O BE LIABLE TO THE ORIGINAL CONSUMER PURCHASER OR TO ANY OTHER PERSON FOR ANY INCIDENTAL, INDIRECT, 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 PROFICIENT H2O 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, so the above limitations may not apply to you. Similarly, some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion 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.