

CLACK CORPORATION
FIVE-YEAR SOFTENER AND FILTER CONTROLS
LIMITED WARRANTY

Clack Corporation (“Clack”) warrants to OEM that its Softener and Filter Control Valves will be free from defects in material and workmanship under normal use and service for a period of five years from the date of shipment of such Valves from Clack’s plant in Windsor, Wisconsin when installed and operated within recommended parameters. No warranty is made with respect to defects not reported to Clack within the warranty period and/or defects or damages due to neglect, misuse, alterations, accident, misapplication, physical damage, or damage caused by fire, acts of God, freezing or hot water or similar causes. For outdoor installations where the Softener and Filter Control Valves are not under cover, the weather cover must be utilized for the warranty to be valid.

Clack’s obligation to OEM under this Limited Warranty shall be limited, at its option, to replacement or repair of any Softener and Filter Control valve covered by this Limited Warranty. Prior to returning a Control Valve, OEM must obtain a return goods authorization number from Clack and return the Control Valve freight prepaid. If any Control Valve is covered under this Limited Warranty, Clack shall return the Control Valve repaired, or its replacement, prepaid to the original point of shipment.

CLACK GIVES THIS WARRANTY TO OEM IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND HEREBY EXPRESSLY DISCLAIMS ALL OTHER SUCH WARRANTIES. CLACK’S LIABILITY HERE UNDER SHALL NOT EXCEED THE COST OF THE PRODUCT. UNDER NO CIRCUMSTANCES WILL CLACK BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER LOSS, DAMAGE OR EXPENSE OF ANY KIND, INCLUDING LOSS OF PROFITS, ARISING IN CONNECTION WITH THE INSTALLATION OR USE OR INABILITY TO USE THE CONTROL VALVES OR ANY WATER TREATMENT SYSTEM THE CONTROL VALVE IS INCORPORATED INTO.