

VESTA WATER CONDITIONER 10-YEAR LIMITED WARRANTY

Effective January 1st, 2025, Nelsen Corporation ("Nelsen") provides this limited warranty as described below (the "Limited Warranty").

LIMITED WARRANTY

Subject to the terms of this Limited Warranty, Nelsen warrants to the original buyer ("Buyer") of this Water Conditioner product (the "Product") solely from a Nelsen authorized dealer that the Product will be free from defects in material or workmanship for a period of ten (10) years after the date of original installation. This Limited Warranty shall apply only if the Product is installed, operated and maintained in strict accordance with Nelsen's or the manufacturer's guidelines and other legal requirements. The Product is sold with the understanding that Buyer has independently determined the suitability and compatibility of such Product for Buyer's purposes. Any statements, technical information or recommendations concerning the Product or any parts therein by Nelsen are based upon data provided to Nelsen by its suppliers and believed to be accurate, but do not constitute a guarantee or warranty. This Limited Warranty shall not cover and shall be null and void if, in Nelsen's discretion, the Product, or any parts therein, are: (a) manufactured by a third party manufacturer; (b) modified after sale or use of replacement parts not specified by manufacturer requirements; (c) improperly installed, stored, used, operated, handled or maintained; or (d) abused, misused or otherwise damaged for any reason, including due to negligence, weather, fire, lightning, power surges or other acts of God or exposure to freezing or hot water or the effects of normal wear and tear.

THIRD PARTY WARRANTIES

In lieu of the above Limited Warranty, the Product, or any parts therein, may be covered by a third-party manufacturer's warranty. Nelsen's authorized dealer will provide Buyer with a copy of any third-party manufacturer warranty prior to purchase. Nelsen shall transfer and assign to Buyer any and all third-party manufacturer's warranties on the Product, or any parts therein, subject to the conditions and exclusions in the manufacturer's warranty. Buyer's exclusive remedy under such third-party manufacturer's warranty shall be against such third-party manufacturer and not Nelsen. Buyer may need to register the Product with a third party manufacturer in order to obtain its warranty.

ADDITIONAL CONDITIONS

- This limited warranty only covers the Product, and any parts therein, if used exclusively for residential purposes in a single-family dwelling. This limited warranty shall be null and void if the Product is used for commercial, industrial or other non-residential applications.
- This limited warranty will not cover any Product used for outdoor installations unless a weather cover that complies with manufacturer requirements is utilized.
- This limited warranty shall not cover the Product if operated at water pressures or water temperatures or with water contaminants that exceed manufacturer's guidelines.
- The Product may include interconnecting piping that may have leaks, even if tested at the time of manufacture, due to pipe vibrations and handling. For example, galvanized pipe threads are diligently assembled with recommended thread sealants but may have leaks discovered at the time of installation or start-up. The installer of the goods is responsible for checking the system for leaks upon start-up and making any repairs if necessary.
- This limited warranty does not cover damage or failure of the Product, or any part therein, caused by friction, wear, chemical attack or debris build-up on wear parts. For purposes hereof, "wear parts" shall include, without limitation, pistons, piston rods, seals, spacers, end cap quad rings, brine valves, valve disk flappers, resin, filter media, and parts requiring replacement under recommended maintenance procedures, including, without limitation, o-rings and gaskets.

WARRANTY CLAIMS

All claims under this Limited Warranty shall be submitted by Original Buyer to the authorized Nelsen dealer who sold the Product in writing and shall include the Buyer's name, address, telephone number, date of purchase of the Product, receipt evidencing proof of purchase and a copy of this Limited Warranty. Nelsen or its authorized dealer will investigate the claim. Buyer must fully

Water Conditioner Limited Warranty



cooperate in investigating and evaluating the claim, including, without limitation, providing additional information upon request. TO BE ELIGIBLE FOR COVERAGE UNDER THIS LIMITED WARRANTY, ORIGINAL BUYER MUST SUBMIT A CLAIM WITHIN SIXTY (60) DAYS OF THE DATE THAT THE ALLEGEDLY DEFECTIVE PRODUCT OR PART IS FIRST DISCOVERED BY BUYER AND, IN NO EVENT, LATER THAN SIXTY (60) DAYS AFTER THE WARRANTY PERIOD HEREIN.

REPAIR OR REPLACEMENT/CREDIT

Subject to the conditions and limitations herein, if Nelsen determines that the Product, or any part therein, does not conform to this Limited Warranty, Nelsen will repair or replace the defective Product or part therein. Non-conforming Products or parts therein must be returned to Nelsen's authorized dealer at Buyer's cost. Any replaced Products, or any parts therein, shall be retained by and become the property of Nelsen. If Nelsen determines that the repair or replacement of the Product or part therein is not commercially practicable, Nelsen will issue a credit in favor of Buyer in an amount not to exceed the purchase price of the Product. Notwithstanding anything to the contrary herein, this Limited Warranty does not cover any cost or labor associated with the removal or re-installation of the replacement Product or part therein or any shipping costs associated with the returned Product or part therein, which remains the sole cost, risk and responsibility of Buyer, unless otherwise agreed in writing by Nelsen.

ELIGIBILITY/NON-TRANSFERABLE

This Limited Warranty applies only to Original Buyer if the Product is purchased from a Nelsen authorized dealer. This Limited Warranty is personal to Buyer and may not be assigned or otherwise transferred by Original Buyer. Any attempt to transfer this Limited Warranty shall be null and void and not recognized by Nelsen.

DISCLAIMER OF OTHER WARRANTIES/LIMITATION ON LIABILITY

EXCEPT AS PROVIDED ABOVE AND TO THE EXTENT PERMITTED BY LAW, THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE PRODUCT, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, OR ARISING UNDER CUSTOM OF TRADE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATIONS OR WARRANTIES AT ANY TIME MADE BY ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF NELSEN SHALL BE EFFECTIVE TO VARY OR EXPAND ANY WRITTEN WARRANTY OR THE TERMS HEREOF. TO THE EXTENT A WAIVER OF IMPLIED WARRANTIES IS PROHIBITED BY LAW, ANY IMPLIED WARRANTIES SHALL BE LIMITED TO THE DURATION OF ANY WRITTEN WARRANTY PROVIDED BY NELSEN.

IN NO EVENT SHALL NELSEN BE LIABLE TO BUYER OR TO ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, OR FOR LOST PROFITS OR LOSS OF USE, RESULTING FROM OR IN ANY MANNER RELATED TO THE PRODUCT, ITS DELIVERY, NON-DELIVERY, USE, OR INABILITY TO USE THE SAME, WHETHER SUCH DAMAGES BE CLAIMED UNDER CONTRACT, TORT OR ANY OTHER LEGAL THEORY.

NELSEN'S TOTAL LIABILITY UNDER THIS OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, IS LIMITED TO REPAIR OR REPLACEMENT OF, OR CREDIT FOR, THE PRODUCT OR ANY PART, AS STATED HEREIN.

WAIVER OF CLASS ACTION

ANY AND ALL CLAIMS ASSERTED BY BUYER OR ANY OTHER PERSON OR ENTITY SHALL BE RAISED IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHICH ARE HEREBY WAIVED.

APPLICABLE LAW

This Limited Warranty shall be interpreted and governed under the laws of the State of Ohio without giving effect to the choice of law rules thereof. Nelsen and Buyer irrevocably consent and submit to the exclusive jurisdiction and venue within the courts of Medina County, Ohio and/or the United States District Court for the Northern District of Ohio in connection with any litigation arising out of, or in any way relating to, this Limited Warranty or the Product, including, but not limited to, any and all claims for breach of warranty or products liability, and Nelsen and Buyer expressly waive any objection to the jurisdiction and/or venue of such courts.