

WARRANTY:

GE Osmonics Merlin™ Point of Use Drinking Water System Limited Warranty

- A. GE Osmonics (Manufacturer) warrants that the Merlin I drinking water system sold hereunder will be free from defects in material or workmanship at the time of shipment from the GE Osmonics factory. The Manufacturer warrants the Merlin I drinking water system in residential applications for a period of 36 months from the date of manufacture. This warranty does not extend to the system's replaceable components including:
- a. Carbon/sediment prefilter cartridge
 - b. Carbon post filter cartridge/housing
 - c. Merlin I membrane element cartridges will be warranted from a period of 12 months from the date of shipment from the Manufacturer's facility or 18 months from the date of manufacture of the membrane element. The membrane element warranty will not be valid if installed improperly, and must be operated on a chlorine, ozone, bromine and iodine-free domestic water supply in accordance with the published operating parameters for the Merlin I system. The system's prefilter, when used/serviced correctly, will protect the membrane elements from chlorine.
- B. Before using the Merlin I system, the user shall determine the suitability of the product for his/her intended purposes, and shall assume all risk and liability in connection of the system therewith. The Manufacturer shall not be liable for any injury, loss or damage, direct or indirect, special or consequential, arising out of the use of, misuse, misapplication or the inability to use the system.
- C. The Manufacturer's only obligation shall be to issue credit against the purchase or replacement of the equipment proved to be defective in material or workmanship.
- D. The warranty is only applicable if upon demand by the Manufacturer, the Buyer proves to the Manufacturer's satisfaction that:
- a. No repairs or alterations were made to the system or goods without expressed written consent by the Manufacturer.
 - b. The defect is due solely to the materials or workmanship of the goods.
 - c. The defect was not caused by any act of the Buyer or its agents.
 - d. The defect was not caused by any manner beyond the reasonable control of the Manufacturer, including, without limitation, accident or normal wear and tear.
 - e. The system was installed in an application within the published operating specifications for the Merlin I system.
 - f. The system was installed using only supplied or recommended supplier components as described in the Merlin I system documentation.
- E. The warranty does not extend to any goods not manufactured by GE Osmonics even though supplied by GE Osmonics, nor does it extend to any second-hand or reconditioned goods.
- F. If the Merlin I system is used for commercial or industrial purposes, GE Osmonics warrants the Merlin I system will be free from defects in material and workmanship for a period of 12 months from the date manufactured. All other terms of this warranty other than duration shall apply.