

LIMITED WARRANTY
Non-metallic Residential Electric Water Heaters

GENERAL

Water Heater Innovations, Inc. warrants its Non-metallic Residential Electric Water Heater products to be free from factory defects in workmanship and material, and will furnish a replacement for any part which fails in normal use, within the applicable Warranty Periods stated below. If an exact replacement water heater is not available for any reason, Water Heater Innovations, Inc. reserves the right to provide a comparable model water heater. Replacements furnished will be warranted for only the unused portion of the applicable original Warranty Period. This Limited Warranty does not cover installation service or labor costs, which will be your responsibility.

THE EFFECTIVE DATE

The Effective Date is the date of original installation if properly documented; otherwise it is the date of manufacture plus NINETY (90) days.

APPLICABLE WARRANTY PERIODS

The Applicable Warranty Period varies depending on the use or application and upon what part fails.

Residential Use: If the water heater is installed in a single family dwelling owned by the original purchaser of the water heater, then subject to proof of purchase of the water heater:

- For as long as the original purchaser owns the home and does not move the water heater, Water Heater Innovations, Inc. will furnish a replacement water heater if the tank fails. If the home is sold the tank warranty converts to FIFTEEN (15) years from the date of manufacture and the remainder of the FIFTEEN(15) years transfers to the second owner.
- For a Warranty Period of FIVE (5) years from the Effective Date or SIX (6) years from the date of manufacture, whichever is greater, Water Heater Innovations, Inc. will furnish a replacement for any other parts of the water heater that fail.

Commercial Use: If the tank is installed in residential rental property, in commercial buildings or in an agricultural application, such as a dairy barn:

- For a Warranty Period of TEN (10) years from the Effective Date, Water Heater Innovations, Inc. will furnish a replacement water heater if the tank fails.
- For a Warranty Period of FIVE (5) years from the Effective Date, Water Heater Innovations, Inc. will furnish a replacement for any other parts that fail on a water heater installed in a residential rental property or in a leasing program.
- For a Warranty Period of THREE (3) years from the Effective Date, Water Heater Innovations, Inc. will furnish a replacement for any other parts that fail on a water heater installed in agricultural applications such as dairy barns.

Industrial Use: In an application where the heated water is used as a part of an industrial or commercial process:

- For a Warranty Period of FIVE (5) years from the Effective Date, Water Heater Innovations, Inc. will furnish a replacement water heater in industrial/commercial applications if the tank fails.
- For a Warranty Period of ONE (1) year from the Effective Date, Water Heater Innovations, Inc. will furnish a replacement for any other parts that fail on a water heater installed in industrial/commercial applications.

EXCLUSIONS

This Warranty Will Not Apply:

1. To defects or malfunctions resulting from failure to install, operate or maintain the unit in accordance with the instructions provided;
2. To damage from abuse, accident, fire, flood, freeze and the like;
3. To damage or failure caused by operating the unit with an empty or partially empty tank (dry fired);
4. In the event the tank failure occurs due to the water heater being operated at water temperatures exceeding maximum setting of the operating and/or high limit control, or the water heater is not supplied with potable water, free to circulate at all times, or the tank has damaging scale deposits, or if the tank is subjected to pressures or firing rates greater than those shown on the rating plate, which must not be altered, defaced, or removed;
5. To defects or damage caused by the use of any attachment, including any energy saving device, not authorized by Water Heater Innovations, Inc.;
6. To units installed outside of the 50 states (and the District of Columbia) of the United States and the provinces of Canada;
7. To units not installed in accordance with applicable local codes, ordinances and good trade practices;
8. To the water heater is moved from its original installation location;
9. To damage or failures resulting from the water heater being modified in any way;
10. To damages, malfunctions, or failures resulting from operation of this water heater without the vacuum relief valve.

SERVICE LABOR RESPONSIBILITY

This Limited Warranty does not cover any labor expense for service, removal, or re-installation. All such expenses are your responsibility.

SHIPPING COSTS

Water Heater Innovations, Inc. will pay the transportation costs for the replacement to a convenient delivery point selected by us. You must pay any local cartage, including the cost of returning the replaced item to a convenient shipping location selected by us, if required.

HOW TO MAKE A CLAIM

To obtain warranty service, contact the dealer where the water heater was purchased. The ORIGINAL DATED RECEIPT OR OTHER PROOF OF PURCHASE AND DATE OF INSTALLATION, accompanied by the model and serial numbers, are required. If you are unable to contact the original dealer, contact any other dealer in your area that sells or services non-metallic water heaters, or if necessary contact Water Heater Innovations, Inc.'s Warranty Department at our address indicated below. The item to be replaced must be made available in exchange for the replacement for inspection of the claimed defect.

EXCLUSIVE WARRANTY - LIMITATION OF LIABILITY

No one is authorized to make any other warranties on our behalf. **ANY IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL NOT EXTEND BEYOND THE APPLICABLE WARRANTY PERIODS SPECIFIED ABOVE. OUR SOLE LIABILITY WITH RESPECT TO ANY DEFECT SHALL BE SET FORTH IN THIS WARRANTY AND ANY CLAIMS FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGE FROM WATER LEAKAGE) ARE EXCLUDED.** Some states do not allow limitations on how long an implied warranty lasts, or for the exclusion of incidental or consequential damages, so the above limitation and exclusion may not apply to you.

We suggest you immediately complete the information on the enclosed Warranty Registration Card and return it to us. Complete the Purchase Information section and retain it along with this warranty certificate, in the event warranty service is needed. Reasonable proof of the date of installation must be presented; otherwise the Effective Date will be based upon the date of manufacture plus **NINETY (90) DAYS**.

This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

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