

# **Water Heater Xpress [10] YEAR WARRANTY FOR SELECT WATER HEATER MODELS**

THIS WARRANTY IS APPLICABLE TO THE ORIGINAL OWNER ONLY.

If the glass lined tank in this water heater shall prove upon examination by (the Warrantor) to have leaked during the warranty period in normal residential use, due to natural corrosion from potable water therein, Warrantor will furnish the ORIGINAL OWNER a replacement water heater of equivalent size and current model, or a replacement part for any component part which fails in normal use, in accordance with the warranty terms and conditions specified below. THE WATER HEATER REPLACEMENT MODEL OR PART WILL BE WARRANTED FOR ONLY THE UNEXPIRED PORTION OF THE ORIGINAL WARRANTY. The warranty period will be determined by the original installation date of the water heater. PROOF-OF-PURCHASE AND PROOF-OF-INSTALLATION ARE NECESSARY TO VALIDATE THIS WARRANTY. This warranty is not transferable.

WARRANTY PERIOD:

<b>Product Line</b>	<b>Tank</b>	<b>Parts</b>
Residential Electric Water Heater	10 years [1]	10 years [2]
Residential Gas Water Heater	10 years [1]	10 years [2]
Commercial Electric Water Heater	10 years [1]	10 years [2]
Commercial Gas Water Heater	10 years [1]	10 years [2]

When the water heater has been used for other than single family residential application: 1. The Tank warranty shall be reduced to 1 year on all models. 2. The parts warranty shall be reduced to 1 year for all models. Returned parts which meet any of the following conditions are not covered by this warranty: 1) improper installation or removal; 2) damaged by other than normal wear; 3) replaced for cosmetic purposes; or 4) returned with defaced date codes.

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## **CONDITIONS AND EXCEPTIONS**

This warranty shall apply only when the water heater is installed and operated in accordance with: 1) all local fire codes and plumbing codes, ordinances and regulations; 2) the printed instructions provided with it; 3) good industry practices; and 4) proper safety practices such as but not limited to a properly sized drain pan if installed in an area where leakage from connections of the tank would result in damage to the area adjacent to the heater.

This warranty shall apply only when the heater is:

- owned by the original purchaser;
- used at temperatures not exceeding the maximum calibrated setting of its thermostat;
- not subjected to excessive water pressure fluctuations and not subject to an operating pressure greater than 150 P.S.I.;
- filled with potable water, free to circulate at all times and with the tank free of damaging water sediment or scale deposits;
- used in a non-corrosive and non-contaminated atmosphere;
- used with factory approved anode(s) installed;
- in its original installation location;
- in the United States and its territories or possessions or Canada;
- sized in accordance with proper sizing techniques for residential water heaters;
- bearing a rating plate which has not been altered, defaced or removed except as required by **Warrantor**;
- used in an open system or in a closed system with a properly sized and installed thermal expansion tank;
- fired at the factory rated input using the fuel stated in the face of the rating plate;
- operated with the inner and outer combustion chamber doors in place;
- maintained in accordance with the instructions printed in the manual included with the heater.

Any accident to the water heater or any part thereof (including freezing, fire, floods, or lightning), any misuse, abuse or alteration of it, any operation of it in a modified form, or any attempt to repair tank leaks or parts, will void this warranty.

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## **SERVICE AND LABOR RESPONSIBILITY**

UNDER THIS LIMITED WARRANTY, **Warrantor** WILL PROVIDE ONLY A REPLACEMENT WATER HEATER OR PART THEREOF. THE OWNER IS RESPONSIBLE FOR ALL OTHER COSTS.

Such costs may include but are not limited to:

- a. Labor charges for service, removal, or reinstallation of the water heater or part thereof.
- b. Shipping and delivery charges for forwarding the new water heater or replacement part from the nearest distributor and returning the claimed defective heater or part to such distributor.
- c. All cost necessary or incidental for handling and administrative charges, and for any materials and/or permits required for installation of the replacement heater or part.

## **LIMITATION ON IMPLIED WARRANTIES**

Implied warranties, including any warranty of merchantability imposed on the sale of this heater under state law are limited to one year duration for the heater or any of its parts. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

## **CLAIM PROCEDURE**

Any claim under this warranty should be initiated with **Warrantor**. **Warrantor** will only honor replacement with identical or similar water heater or parts thereof which are distributed by **Warrantor**.

**PROOF-OF-PURCHASE AND PROOF-OF-INSTALLATION DATES ARE REQUIRED TO SUPPORT WARRANTY FOR CLAIM FROM ORIGINAL OWNER. THIS FORM DOES NOT CONSTITUTE PROOF-OF-PURCHASE OR PROOF-OF-INSTALLATION.**

## **DISCLAIMERS**

**NO EXPRESS WARRANTY HAS BEEN OR WILL BE MADE IN BEHALF OF Warrantor WITH RESPECT TO THE MERCHANTABILITY OF THE HEATER OR THE INSTALLATION, OPERATION, REPAIR OR REPLACEMENT OF THE HEATER OR PARTS.**

**Warrantor SHALL NOT BE RESPONSIBLE FOR WATER DAMAGE, LOSS OF USE OF THE UNIT, INCONVENIENCE, LOSS OR DAMAGE TO PERSONAL PROPERTY, OR OTHER CONSEQUENTIAL DAMAGE.**

**Warrantor SHALL NOT BE LIABLE BY VIRTUE OF THIS WARRANTY OR OTHERWISE FOR DAMAGE TO ANY PERSONS OR PROPERTY, WHETHER DIRECT OR INDIRECT, AND WHETHER ARISING IN CONTRACT OR IN TORT.**

Some states do not allow the limitation or exclusion of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

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This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Should governmental regulations or industry standards prohibit the WARRANTOR from furnishing a comparable model replacement under this warranty, the Owner will be furnished with the closest comparable water heater meeting the current governmental regulations and industry standards. A supplementary fee may be assessed to cover the additional cost associated with the changes made to meet applicable regulations and standards.

Fill out and keep with water heater.

## **IMPORTANT INFORMATION**

Model Number \_\_\_\_\_

Serial Number \_\_\_\_\_

Installation Information:

Date Installed \_\_\_\_\_

Company's Name: **Warrantor**

Phone Number: 757-200-1111