Updated Limited Warranty (Effective Jan. 1, 2013)

The limited warranty below is an update to the limited warranty shown in the back of the installation manual

1. The manufacturer warrants this product against defects in materials or workmanship as described in this document if installed within the United States or Canada. The manufacturer or its authorized Service Representative will, at its sole discretion, repair or replace any failed or defective mechanical or electrical parts, or components thereof, or, if the manufacturer or its authorized Service Representative cannot replace said parts, and repair is not commercially practicable, the manufacturer or its authorized Service Representative will refund the purchase price. The manufacturer or its authorized Service Representative may, at its sole discretion, use new, refurbished or reconditioned parts.

2. <u>Warranty for all models:</u>

Unit			
Application Type	Heat Exchanger	Parts	Labor ⁽¹⁾
Single Family Domestic Hot Water	15 ⁽²⁾⁽³⁾		
Commercial or Multi-Family Domestic Hot Water	10 ⁽²⁾⁽³⁾	5	1
Heating	10 ⁽³⁾⁽⁴⁾		

(1) Limited Labor Coverage

- The manufacturer will provide for reasonable labor charges associated with warranty repairs or replacements within one (1) year from the date of purchase. The manufacturer will only pay directly to the service provider.
- Warranty service must be performed by an authorized Service Representative. A list of authorized Service Representatives is available upon request.
- All warranty claims and warranty service must be authorized and approved by the manufacturer.
- (2) Includes recirculation and storage tank applications with proper circulation pump control (e.g. aquastat and/or timer).
 - Lack of a proper pump control will reduce the heat exchanger and parts warranty to 3 years
- (3) In all applications, the total of length of operation time must be:
 - Less than 3,000 hours for the 320 (T-H2S), 110 (T-KJr2), 310 (T-K4), 110U (T-KJr2U), 310U (T-K4U), 240 (T-H3J), and 340 (T-H3S) models.
 - Less than 9,000 hours for the 910 (T-M50), 910 ASME (T-M50 ASME), 710 (T-M32), 710 ASME (T-M32 ASME), 520 (T-H2), 510 (T-D2), 510U (T-D2U) and 540 (T-H3) models.

(4) Includes dual-purpose applications (combination heating and domestic).

3. <u>General terms of limited warranty</u>:

This limited warranty gives you specific legal rights, and you may also have other rights which vary from State to State. The manufacturer will honor the warranty to the original retail buyer at the original location only, within the United States or Canada, and it is not transferable.

THIS WARRANTY COVERS ONLY FAILED MECHANICAL AND ELECTRICAL PARTS DUE TO FACTORY DEFECTS UNDER NORMAL USAGE FOR THE PRODUCT'S INTENDED PURPOSES AND WITHIN THE APPLICABLE PERIOD SPECIFIED IN THE FOLLOWING TABLES. ONLY DIRECT DAMAGES SHALL BE RECOVERABLE BY A CLAIMANT UNDER THIS LIMITED WARRANTY AND, IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT LIABILITY (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR OTHERWISE WILL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR INDIRECT CONSEQUENTIAL DAMAGES INCLUDING PROPERTY DAMAGE, PERSONAL DAMAGES, LOSS OF USE, OR INCONVENIENCE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

4. Limitation on Duration of Implied Warranties:

ANY IMPLIED WARRANTIES ARISING UNDER STATE LAW, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, SHALL IN NO EVENT EXTEND PAST THE EXPIRATION OF ANY WARRANTY PERIOD HEREUNDER. SOME STATES DO NO ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

5. THIS WARRANTY WILL NOT COVER THE FOLLOWING:

- Any product that is not installed by a licensed plumber, gas installer, or contractor.
- Damages due to accidents, abuse, misuse, improper installation, misapplication, or incorrect sizing.
- Damages due to fires, flooding, freezing, electrical surges, or any Acts of God.
- Damages due to unauthorized alterations, attachments, and/or repairs.
- Damages due to a lack of maintenance (e.g. water filter, water treatment system, vent blockage, etc.).

• Any product installed in an improper environment (e.g. corrosive, dusty, chemically contaminated, excessive lint, etc.).

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