

## 5 YEAR LIMITED WARRANTY

### EFFECTIVE:

For 5 Years, Lochinvar warrants this product against defects in materials or workmanship and failure due to thermal shock as described in this document, if installed within the United States or Canada, and provided the product remains at its original place of installation.

Warranty coverage begins on the date of installation OR the date of manufacture if installation cannot be verified. *Note: The date of manufacture can be determined using the Serial Number, located on the silver rating label (Example: D12H0024168).*

### WHAT IS COVERED:

Subject to these terms, in the event of a defect in materials or workmanship appearing during the first year, Lochinvar will repair, or at our discretion, replace any part of the product covered under this warranty.

After 1 year, Lochinvar will repair or, at our discretion, replace the defective tank, for a period of **4 more years**. **You are responsible for all labor, shipping, delivery, installation, and handling costs.**

**Unless authorized in writing, all products must be returned to the factory for warranty determination, at the owner's expense.**

Any replacement part or product will be warranted only for the unexpired portion of the original product's limited warranty period.

If an identical model is no longer available due to a change in law, regulation, or standard, Lochinvar will replace the product with one having at least the same capacity and of equal input. In these instances, you will have the option of paying the difference between what you paid for the original model and the new model with the additional features, or receiving a refund of the portion of the purchase price allocable, on a pro-rata basis, to the unexpired portion of the warranty period.

### OWNER'S RESPONSIBILITIES:

Owners are responsible for selecting a qualified service provider. Visit [www.Lochinvar.com](http://www.Lochinvar.com) for a list of service providers in your area.

- Follow all instructions enclosed with the product.
- Retain all bills of sale or receipts for proof of installation.
- Provide copies of all service and maintenance records.
- Contact your installer or dealer as soon as any problem or defect is noticed.

### FOR SERVICE OR WARRANTY INQUIRIES:

Call your local installer or dealer. Be ready to provide the following information: your name, address and telephone number; the model and serial number of your Lochinvar, product; proof of installation; and a clear description of the problem.

### WHAT IS NOT COVERED, PROBLEMS CAUSED BY:

- Improper installation, sizing, delivery, or maintenance
- Failure to follow printed instructions enclosed with the product
- Abuse, misuse, accident, fire, flood, Acts of God
- Claims related to rust, excessive noise, smell, or taste of water
- Failure to conduct authorized factory start up as required
- Failure to properly perform maintenance, as outlined in the instruction manuals provided by the manufacturer
- Damages due to a failure to allow for thermal expansion
- Alterations that change the intended or certified use of the product
- Failure to follow applicable codes
- Improper chemical addition
- Service trips to explain proper installation, use, or maintenance of the product/unit or to describe compliance requirements under applicable codes and regulations
- Charges related to accessing the product including but not limited to door/wall removal, equipment rental, etc.
- Replacement parts after expiration of this warranty
- Premium associated with after hours or overtime labor

### LIMITATIONS:

NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, THIS IS YOUR SOLE AND EXCLUSIVE WARRANTY. ALL OTHER WARRANTIES, INCLUDING A WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES. TOTAL LIABILITY ARISING AT ANY TIME SHALL NOT EXCEED THE PURCHASE PRICE PAID WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY.