

LIMITED WARRANTY



Lochinvar Water Heating Systems, the warrantor, extends the following LIMITED WARRANTY to the original owner of this commercial heat pump water heater subject to the terms, conditions and disclaimers stated below:

WHAT IS COVERED:

1. COMPRESSOR

If the 5-Year Extended Compressor Warranty is purchased, and if within FIVE (5) years after delivery of this heat pump water heater the compressor shall prove, upon examination by the warrantor, to be defective, the warrantor will provide a replacement compressor.

2. ALL OTHER PARTS

If within ONE (1) year after delivery of this heat pump water heater any other part or portion shall prove, upon examination by the warrantor, to be defective in material or workmanship, the warrantor will repair or replace such part or portion at its option. This warranty also extends to any factory supplied accessories.

3. CONDITIONS AND EXCEPTIONS

Refrigerant, filters, refrigerant driers, and fan belts are not covered under this limited warranty. The warranty on all replacement parts, including the compressor, will be limited to the unexpired term of the original warranty. This warranty shall apply only when the heat pump water heater is installed in accordance with local plumbing and building codes, ordinances and regulations, the warrantor's printed instructions provided with it and good industry practices.

- a. This warranty shall apply only when the unit is:
 - (1) used at temperatures not exceeding the maximum system temperatures printed in the instructions provided;
 - (2) filled with potable water, free to circulate at all times and free of damaging water sediment or scale deposits;
 - (3) used in a non-corrosive and not contaminated atmosphere;
 - (4) in its original installation location, and under original ownership;
 - (5) in the United States, its territories or possessions, Canada, South America, Caribbean and Mexico;
 - (6) sized in accordance with proper sizing techniques for commercial heat pump water heaters;
 - (7) bearing the original rating label which has not been altered, defaced or removed, except as required by the warrantor;
 - (8) energized at the proper voltage and phase as stated on the rating label;
 - (9) maintained in accordance with the instructions printed in the manual included with the heat pump water heater;
- b. Any accident to the water heater, any misuse, abuse (including freezing) or alteration of it, any operation of it in a modified form, will void this warranty.

4. SERVICE REPAIR AND EXPENSE

Under this limited warranty the warrantor will provide only a replacement heat pump 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, repair, or re installation of the water heater or any component part;
- b. Shipping, delivery, handling, and administrative charges for forwarding the new 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 any materials and/or permits required for installation of the replacement heater or part.

5. LIMITATIONS ON IMPLIED WARRANTIES

Implied warranties, including any warranty of merchantability imposed on the sale of this heater under state law are limited to one (1) 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 limitation may not apply to you.

CLAIM PROCEDURE:

Any claim under this warranty should be initiated with the dealer who sold the heater, or with any other dealer handling the warrantor's products. If this is not practicable, the owner should contact:

Lochinvar, LLC
300 Maddox Simpson Parkway
Lebanon, TN 37090
(615) 889-8900 / Fax: 615-547-1000

- a. The warrantor will only honor replacement with identical or similar water heater or parts thereof which are manufactured or distributed by the warrantor.
- b. Dealer replacements are made subject to in-warranty validation and approval by warrantor.

DISCLAIMERS:

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.