

5 YEAR LIMITED WARRANTY

EFFECTIVE:

For **5 Years**, Lochinvar warrants the heat exchanger and/or tank against failure due to defects in materials or workmanship. For the lifetime of the product, Lochinvar warrants the tank and/or heat exchanger against failure due to thermal shock. All parts are warranted for **1 year**. This limited warranty is in effect when the product is installed within the United States or Canada, provided it remains at its original place of installation.

Warranty coverage begins on the date of installation OR 60 days from 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.*

WHAT IS COVERED:

In the event of a defect in materials or workmanship appearing during the limited warranty period, Lochinvar will repair, or at our discretion, replace any defective part, heat exchanger, or tank covered under this limited warranty. Any replacement part, heat exchanger, or tank will be warranted only for the unexpired portion of the original limited warranty period.

Unless authorized by Lochinvar, any heat exchanger or tank must be returned to the factory for warranty determination, at the owner's expense.

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 input. In these instances, you will have the option of paying the difference between what was 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 limited warranty period.

OWNER'S RESPONSIBILITIES:

Owners are responsible for:

- **All labor, shipping, delivery, installation, and handling costs associated with the repair and/or replacement of the product.**
- Selecting a qualified service provider. Visit www.Lochinvar.com for a list of service providers in your area.
- Following all instructions enclosed with the product.
- Retaining all bills of sale or receipts for proof of installation.
- Providing copies of all service and maintenance records.
- Contacting your installer or dealer as soon as any problem or defect is noticed.

WHAT IS NOT COVERED, PROBLEMS CAUSED BY:

- Improper gas supply line, sizing, gas type, venting, connections, combustion air, voltage, wiring, or fusing
- Sediment, magnetite, or lime scale build-up
- Improper installation, sizing, delivery, or maintenance
- Failure to follow printed instructions enclosed with the product
- Abuse, misuse, accident, fire, flood, Acts of God
- Improper venting and air intake materials, length, construction, or operations
- 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.