

AQUAS PACKAGE SYSTEM



5 YEAR LIMITED WARRANTY

EFFECTIVE:

For **5 Years**, Lochinvar warrants the titanium heat exchanger against failure due to defects in materials or workmanship. For the lifetime of the product, Lochinvar warrants the titanium heat exchanger against failure due to thermal shock. All parts and components 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 Pool Package Serial Number.*

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 component covered under this limited warranty. Any replacement part, heat exchanger or component will be warranted only for the unexpired portion of the original limited warranty period.

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

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 provided 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 buildup
- 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.