

**Everlast Light Duty Commercial
Stainless Steel Electric Water Heater
Limited Warranty**

HTP warrants each light duty commercial stainless steel electric water heater and its components to be free from defects in materials and workmanship according to the following terms, conditions, and time periods. UNLESS OTHERWISE NOTED THESE WARRANTIES COMMENCE ON THE DATE OF INSTALLATION. This limited warranty is only available to the **original consumer purchaser** (hereinafter "Owner") of the water heater, and is non-transferable.

WARRANTY PERIODS

| | Parts | Tank |
|--|---------------|----------------|
| Standard Light Duty Commercial Use Warranty | One (1) Years | Ten (10) Years |

COVERAGE

- A. During the first year after the original date of installation in the dwelling, HTP warrants that it will repair or replace, at its option, any defective or malfunctioning component of the water heater. Replacement components will be warranted for ninety (90) days.
- B. Should a defect or malfunction result in a leakage of water from the water heater within the above-stated warranty periods due to defective material or workmanship, malfunction, or failure to comply with the above warranty, with such defect or malfunction having been verified by an authorized HTP representative, HTP will repair or replace, at its option, the defective or malfunctioning water heater. Replacements will be of the nearest comparable model available at the time of replacement. The replacement water heater will be warranted for the unexpired portion of the applicable warranty period of the original water heater.
- C. In the event of a leakage of water of a replacement water heater due to defective material or workmanship, malfunction, or failure to comply with the above warranty, HTP reserves the right to refund to the Owner the published wholesale price available at the date of manufacture of the original water heater.
- D. If government regulations, industry certification, or similar standards require the replacement water heater or component(s) to have features not found in the defective water heater or component(s), the Owner will be charged the difference in price represented by those required features. If the Owner pays the price difference for those required features and/or to upgrade the size and/or other features available on a new replacement water heater or component(s), the Owner will also receive a complete new limited warranty for that replacement water heater or component(s).
- E. If at the time of a request for service the Owner cannot provide a copy of the original sales receipt or the warranty registration, the warranty period for the water heater shall then be deemed to have commenced on the date of manufacture of the water heater and NOT the date of installation of the water heater, and be covered by the unexpired portion of the Standard Light Duty Commercial Use Warranty detailed above.
- F. This warranty extends only to water heaters utilized in heating applications that have been properly installed by qualified professionals based upon the manufacturer's installation instructions.
- G. It is expressly agreed between HTP and the Owner that repair, replacement, or refund are the exclusive remedies of the Owner.

OWNER RESPONSIBILITIES

- The Owner or Qualified Installer / Service Technician must:
- 1. Have a relief valve bearing the listing marks of the American

- Society of Mechanical Engineers (ASME) installed with the water heater assembly in accordance with federal, state, and local codes.
- 2. Have a vacuum relief valve certified to ANSI Z21.22 - Relief Valves for Hot Water Supply Systems - installed with the water heater assembly in accordance with federal, state, and local codes and in installations prone to vacuum related damages.
- 3. Maintain the water heater in accordance with the maintenance procedure listed in the manufacturer's provided instructions. Preventive maintenance can help avoid any unnecessary breakdown of the water heater and keep it running at optimum efficiency.
- 4. Maintain all related system components in good operating condition.
- 5. Use the water heater in an open system, or in a closed system with a properly sized and installed thermal expansion tank.
- 6. Use the water heater at water pressures not exceeding the working pressure shown on the rating plate.
- 7. Keep the water heater free of damaging scale deposits.
- 8. Make provisions so if the water heater or any component or connection thereto should leak, the resulting flow of water will not cause damage to the area in which it is installed.

WARRANTY EXCLUSIONS

- This limited warranty will not cover:
- 1. Any water heater purchased from an unauthorized dealer.
 - 2. Any water heater not installed by a qualified heating installer / service technician, or installations that do not conform to ANSI, CSA, and/or UL standards, as well as any applicable national or local building codes.
 - 3. Service trips to teach the Owner how to install, use, maintain, or to bring the water heater installation into compliance with local building codes and regulations.
 - 4. Failure to locate the water heater in an area where leakage of the tank or water line connections and the relief valve will not result in damage to the area adjacent to the water heater or lower floors of the structure.
 - 5. Any failed components of the system not manufactured by HTP as part of the water heater.
 - 6. Water heaters repaired or altered without the prior written approval of HTP.
 - 7. Damages, malfunctions, or failures resulting from improper installation, or failure to install the water heater in accordance with applicable building codes/ordinances or good plumbing and electrical trade practices; or failure to operate and maintain the water heater in accordance with the manufacturer's provided instructions.
 - 8. Damages, malfunctions, or failures resulting from failure to operate the water heater at pressures not exceeding the working pressure shown on the rating label.
 - 9. Failure to operate the water heater in an open system, or in a closed system with a properly sized and installed thermal expansion tank.
 - 10. Failure or performance problems caused by improper sizing of the water heater, expansion device, piping, electric service voltage, wiring or fusing.
 - 11. Damages, malfunctions, or failures caused by improper wiring conversion.
 - 12. Damages, malfunctions, or failures resulting from vacuum conditions.
 - 13. Damages, malfunctions, or failures caused by operating the water

heater with modified, altered, or unapproved components, or any component / attachment not supplied by HTP.

14. Damages, malfunctions, or failures caused by abuse, accident, fire, flood, freeze, lightning, acts of God and the like.

15. Tank failures (leaks) caused by operating the water heater in a corrosive or contaminated atmosphere.

16. Damages, malfunctions, or failures caused by operating the water heater with an empty or partially empty tank ("dry firing"), or failures caused by operating the water heater when it is not supplied with potable water, free to circulate at all times.

17. Failure of the heater due to the accumulation of solid materials or lime deposits.

18. Any damage or failure resulting from improper water chemistry, or heating anything other than potable water. WATER CHEMISTRY REQUIREMENTS - Water pH between 6.5 and 8.5. Hardness less than 7 grains (120 mg/L). Chloride concentration less than 100 ppm (mg/L). TDS less than 500 ppm (mg/L).

19. Any damages, malfunctions, or failures resulting from the use of dielectric unions.

20. Production of noise, taste, odors, discoloration, or rusty water.

21. Water heaters replaced for cosmetic reasons.

22. Components of the water heater that are not defective, but must be replaced during the warranty period as a result of reasonable wear and tear.

23. Components of the water heater that are subject to warranties, if any, given by their manufacturers; HTP does not adopt these warranties.

24. Damages, malfunctions, or failures resulting from the use of any attachment(s) not supplied by HTP.

25. Water heaters installed outside the fifty states (and the District of Columbia) of the United States of America and Canada.

26. Water heaters moved from the original installation location.

27. Water heaters that have had their rating labels removed.

ONLINE EXTENDED LIMITED WARRANTY REGISTRATION

To register for the Extended Limited Warranty, complete the form located on the HTP website at <http://www.htproducts.com/warranty> within 90 days of installation. The form must be completed in full with owner name, email address, and phone number, the address where the unit is installed and installation date, and unit model and serial numbers. Proof of purchase is required, and may be an invoice for the product, or a bill from an installing contractor that clearly documents the installation of the unit. To be valid, proof of purchase must also include the unit serial number. Proof of purchase may be typed or hand written. Submit the proof of purchase to HTP via the directions provided on the website.

PROCEDURES FOR WARRANTY SERVICE REQUESTS

Any claim for warranty assistance must be made promptly. Determine if the water heater is "in-warranty" (that is, within the applicable warranty period) by reviewing a copy of the original sales receipt or warranty registration. The Owner must present a copy of the original sales receipt or warranty registration for a warranty service request.

If the water heater is "in-warranty", contact the retailer from whom the water heater was purchased (or the installer) for assistance. Be prepared to provide the retailer or installer with a copy of the original receipt, complete model and serial numbers, and the date of installation of the water heater, in addition to explanation of the water heater problem.

Warranty coverage is subject to validation of "in-warranty" coverage by HTP claims department personnel. All alleged defective or malfunctioning components must be returned to HTP via the local distribution channels where original purchase was made.

NOTE: Any components or heaters returned to HTP for warranty analysis will become the property of HTP and will not be returned, even if credit is denied. If all warranty conditions are satisfied, HTP will provide replacement components to the retailer.

For questions about the coverage of this warranty, please contact HTP at the following address or phone number: HTP, 225 Dyerst. Providence, RI. 02903, Attention: Warranty Service Department, 1(800) 323-9651.

SERVICE, LABOR AND SHIPPING COSTS

This limited warranty does not extend to any shipping charges, delivery expenses, or administrative fees incurred by the Owner in repairing or replacing the water heater or component(s). This warranty does not extend to labor costs beyond the coverage specified in this warranty document. All such expenses are the Owner's responsibility.

LIMITATIONS OF YOUR HTP WARRANTY AND REMEDIES

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED TO THE FURTHEST EXTENT UNDER APPLICABLE LAW IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN CONTRACT OR TORT, WHETHER OR NOT ARISING FROM HTP'S NEGLIGENCE, ACTUAL OR IMPUTED. THE REMEDIES OF THE OWNER SHALL BE LIMITED TO THOSE PROVIDED HEREIN TO THE EXCLUSION OF ANY OTHER REMEDIES INCLUDING WITHOUT LIMITATION, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SAID INCIDENTAL AND CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST PROFIT OR DAMAGES ALLEGED TO HAVE BEEN CAUSED BY ANY FAILURE OF HTP TO MEET ANY OBLIGATION UNDER THIS AGREEMENT INCLUDING THE OBLIGATION TO REPAIR AND REPLACE SET FORTH ABOVE. NO AGREEMENT VARYING OR EXTENDING THE FOREGOING WARRANTIES, REMEDIES OR THIS LIMITATION WILL BE BINDING UPON HTP. UNLESS IN WRITING AND SIGNED BY A DULY AUTHORIZED OFFICER OF HTP. THE WARRANTIES STATED HEREIN ARE NOT TRANSFERABLE AND SHALL BE FOR THE BENEFIT OF THE OWNER ONLY.

NO OTHER WARRANTIES

This warranty gives the Owner specific legal rights. The Owner may also have other rights that vary from state to state. Some states do not allow the exclusion or limitation of incidental or consequential damages so this limitation or exclusion may not apply to the Owner.

These are the only written warranties applicable to the water heater manufactured and sold by HTP. HTP neither assumes nor authorizes anyone to assume for it any other obligation or liability in connection with said water heaters.

HTP reserves the right to change specifications or discontinue models without notice.