

**Phoenix® Gas Water Heater and Solar Gas Water Heater
Limited Warranty
For Residential and Commercial Use**

HTP warrants this water heater and its components to be free from defects in material 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 this water heater, and is non-transferable.

<p>Residential Use Warranty (Seven (7) years – Tank, One (1) year – Parts)</p>
<p>Residential Use shall mean water heater usage in a single family dwelling, or usage in a multiple family dwelling, provided the water heater services only one (1) dwelling in which the Owner resides on a permanent basis and operating temperatures do not exceed 140°F.</p>
<p>Commercial Use Warranty (Three (3) years – Tank, One (1) year – Parts)</p>
<p>Standard Commercial Use shall mean any usage not falling within the definition of a "residential" setting.</p>

COVERAGE

- A. During the first year after the original date of installation, HTP warrants that it will repair or replace, at its option, any defective or malfunctioning component of the water heater with a component of equivalent size and current model. 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 replace the defective or malfunctioning water heater with a replacement 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 thirty (30) days after the date of manufacture of the water heater and NOT the date of installation of the water heater.
- F. This warranty extends only to water heaters utilized in water 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 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. The workmanship of any installer. The manufacturer disclaims and does not assume any liability of any nature caused by improper installation, repair, or maintenance.
5. Electricity or fuel costs, or increased or unrealized savings for same, for any reason whatsoever.
6. Any water damage arising, directly or indirectly, from any defect in the water heater or component part(s) or from its use.
7. Any incidental, consequential, special, or contingent damages or expenses arising, directly or indirectly, from any defect in the water heater or the use of the water heater.
8. 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, as well as failure to install the water heater in or with a properly sized drain pan routed to an approved drainage location.
9. Any failed components of the system not manufactured by HTP as part of the water heater.
10. Water heaters repaired or altered without the prior written approval of HTP.
11. Damages, malfunctions, or failures resulting from failure to install the water heater in accordance with applicable building codes/ordinances or good plumbing and electrical trade practices.
12. Damages, malfunctions, or failures resulting from improper installation, failure to operate the water heater at firing rates or pressures not exceeding those on the rating plate, or failure to operate and maintain the water heater in accordance with the manufacturer's provided instructions.
13. Failure to operate the water heater in a an open system, or in a closed system with a properly sized and installed thermal expansion tank.
14. Failure or performance problems caused by improper sizing of the water heater, expansion device, piping, or the gas supply line, the venting connection, combustion air openings, electric service

voltage, wiring or fusing.

15. Damages, malfunctions, or failures caused by improper conversion from natural gas to LP gas or LP gas to natural gas.

16. Damages, malfunctions, or failures caused by operating the water heater with modified, altered, or unapproved components, or any component / attachment not supplied by HTP.

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

18. Failures (leaks) caused by operating the water heater in a corrosive or contaminated atmosphere.

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

20. Any damage or failure of the water heater due to the accumulation of solid materials or lime deposits.

21. Any damage or failure resulting from improper water chemistry. WATER CHEMISTRY REQUIREMENTS (RESIDENTIAL USE) – Water pH between 6.5 and 8.5. Operating temperatures not exceeding 140°F. Hardness less than 12 grains (200 mg/L). Chloride concentration less than 100 ppm (mg/L). TDS less than 500 ppm (mg/L). (COMMERCIAL USE) - 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).

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

23. Water heaters replaced for cosmetic reasons.

24. 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.

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

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

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

28. Water heaters moved from the original installation location.

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

PROCEDURES FOR WARRANTY SERVICE REQUESTS

Any claim for warranty assistance must be made immediately upon finding the issue. First, please consult the HTP Warranty Wizard (<http://www.htproducts.com/Warranty-Wizard.html>) to check warranty eligibility. You may also contact HTP Technical Support at 1-800-323-9651 for questions or assistance. Warranty coverage requires review and approval of the issue with HTP Technical Support or through the Warranty Wizard prior to a full unit replacement. Any claim for warranty reimbursement will be rejected if prior approval from HTP is not obtained in advance of a full unit replacement. Final determination will be made as part of the warranty claim process.

When submitting a warranty claim the following items are required:

1. **Proof of purchase or installation of the product** – Typically a copy of the invoice from the installing contractor, the receipt of the purchase of the product, or an original certificate of occupancy for a new home.
2. **Clear pictures (or video) of the following:**
 - a. Serial number tag (sticker)
 - b. The product
 - c. The product issue / failure whenever possible
 - d. A picture of the piping near the product
 - e. For gas fired products, a picture of the venting, including how it exits the building

All claims will be reviewed by HTP within three (3) business days. If additional information is required and requested by the HTP Claims Department you will have thirty (30) days to provide it. When all requested information is provided HTP will respond within three (3) business days. The claim will be automatically closed if requested information is not

provided within thirty (30) days. Claims will not be reopened without HTP Warranty Supervisor approval.

During the claims process a product that must be replaced will be given a designation of either a) field scrap, or b) return to HTP. If the product must be returned to HTP, the returned product must arrive at HTP within thirty (30) days of the date of our request to return the product. After receipt of the returned product HTP may require as many as thirty (30) additional days for product testing. **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 you have questions about the coverage of this warranty, please contact HTP at the following address or phone number: HTP, 272 Duchaine Blvd., New Bedford, MA, 02745, Attention: Warranty Service Department, 1(800) 323-9651.

SERVICE, LABOR, AND SHIPPING COSTS

Except when specifically prohibited by the applicable state law, the Owner, and not the Manufacturer, shall be liable for and shall pay for all charges for labor or other expenses incurred in the removal, repair, or replacement of the water heater or any component part(s) claimed to be defective or any expense incurred to remedy any defect in the product. Such charges include, but are not necessarily limited to:

1. All freight, shipping, handling, and delivery costs of forwarding a new water heater or replacement part(s) to the owner.
2. All costs necessary or incidental in removing the defective water heater or component part(s) and installing a new water heater or replacement part(s).
3. All administrative fees incurred by the Owner, as well as material required to complete, and/or permits required for, installation of a new water heater or replacement part(s), and
4. All costs necessary or incidental in returning the defective water heater or component part(s) to a location designated by the manufacturer.

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 ORIGINAL 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 this 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.