

## **16. WARRANTY**

The Manufacturer warrants that this product is free from defects in material or workmanship under normal use and service subject to the terms of this document.

### **TWO YEAR WARRANTY**

Subject to the conditions and limitations stated herein, during the term of this limited warranty, we will supply any component part (at our option a new or repaired component part) of the heater as defined below, which the Manufacturer's examination determines to be defective in workmanship or material for a period of two (2) years from the date of installation, unless otherwise specified below. This warranty applies to the heater's original owner, and subsequent transferees and only if the unit is installed, operated, and maintained in accordance with the printed instructions accompanying the unit and in compliance with all applicable installation codes and good trade practices.

### **WHAT IS NOT COVERED**

The Manufacturer shall not be responsible for any expenses, including service, labor, diagnosis, analysis, material or transportation charges incurred during removal or reinstallation of this product, or any of its components or parts. All labor or service charges shall be paid by the owner. This warranty does not cover products improperly installed, misused, exposed to or damaged by negligence, accident, corrosive or contaminating atmosphere, water, excessive thermal shock, impact, abrasion, normal wear due to use, alteration or operation contrary to the owner's manual or if the serial number has been altered, defaced or removed. This warranty shall not apply if the electrical input to the product varies by more than  $\pm 10\%$  of the rated input on the rating plate. The Manufacturer shall not be liable for any default or delay in performance by its warranty caused by any contingency beyond its control, including war, government restrictions, or restraints, strikes, fire, flood, acts of God, or short or reduced supply of raw materials or products.

### **LIMITATIONS AND EXCLUSIONS**

This document contains all warranties made by the Manufacturer and may not be varied, altered or extended by any person. There are no promises, or agreements extending from the Manufacture other than the statements contained herein. THIS WARRANTY IS IN LIEU OF ALL WARRANTIES EXPRESSED OR IMPLIED, TO THE EXTENT AUTHORIZED BY THE LAWS OF THE JURISDICTION, INCLUDING SPECIFICALLY THE WARRANTIES OR MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE.

It is understood and agreed that the Manufacturer's obligation hereunder is limited to repairing or replacing parts determined to be defective as stated above. In no event shall the Manufacturer be responsible for any alleged personal injuries or other special, incidental or consequential damages. As to property damages, contract, tort or other claim the Manufacturer's responsibility shall not exceed the purchase price paid for the product.

All replacement parts will be warranted for the unused portion of the warranty coverage period remaining on the applicable unit.

Some Authorities do not allow certain warranty exclusions or limitations on duration of warranty or the exclusions or limitations of incidental or consequential damages. In such cases, the above limitations or exclusions may not apply to you and are not intended to do so where prohibited by law. This warranty gives you specific legal rights. You may also have other rights which vary by jurisdiction.

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