

Indirect Water Heater Limited Warranty

For Residential and Commercial Use

Westinghouse warrants the indirect water heater and its parts 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 owner** of the indirect water heater, and is non-transferable.

Residential Use Warranty (1 year – Parts, 10 years – Tank)

“Residential” setting shall mean water heater usage in a single family dwelling, or usage in a multiple family dwelling, provided that the water heater services only one (1) dwelling in which the original consumer purchaser resides on a **permanent basis and operating temperatures do not exceed 140°F.**

Commercial Use Warranty (1 year – Parts, 5 years – Tank)

Water heaters used in a commercial setting shall mean any usage not falling within the definition of a “residential” setting.

COVERAGE

- A. During the first year after the original date of installation in the dwelling, Westinghouse warrants that it will repair or replace, at its option, any defective or malfunctioning component of the indirect water heater. It is expressly agreed between Westinghouse and the original consumer purchaser that repair or replacement are the exclusive remedies of the original consumer purchaser.
- B. 1. **Residential Use** - During the second through tenth year after the original date of installation of the water heater, Westinghouse will repair or replace, at its option, any water heater having a defect or malfunction that results in a water leak from the outside jacket, inner tank, or heat exchanger as a result of normal use and service. It is expressly agreed between Westinghouse and the original consumer purchaser that repair or replacement are the exclusive remedies of the original consumer purchaser.
2. **Commercial Use** - During the second through fifth years after the original date of installation, Westinghouse will repair or replace, at its option, any water heater having a defect or malfunction that results in a water leak from the outside jacket, inner tank, or heat exchanger as a result of normal use and service. It is expressly agreed between Westinghouse and the original consumer purchaser that repair or replacement are the exclusive remedies of the original consumer purchaser.
- C. Should a defect or malfunction result in a leakage of water 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 Westinghouse representative, Westinghouse will replace the defective or malfunctioning water heater with a replacement water heater of the nearest compatible model available at the time of replacement.
- D. If Westinghouse is unable to repair or replace the water heater so as to conform to this warranty after a reasonable number of attempts, Westinghouse will provide, at its option, a replacement product. These remedies are the consumer purchaser’s exclusive remedies for breach of warranty.
- E. Replacement water heater will be warranted for the unexpired portion of the applicable warranty period of the original water heater.
- F. If government regulations, industry certification, or similar standards require the replacement water heater or part(s) to have features not found in the defective water heater or part(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 part(s), the owner will also receive a complete new limited warranty for that replacement water heater or part(s).
- G. If at the time of a request for service the original consumer purchaser cannot provide a copy of the original sales receipt or the warranty card registration, the warranty period for the water heater shall then be ten (10) years (Residential Use), or five (5) years (Commercial Use), from the date of manufacture of the water heater and **NOT** the date of installation of the water heater.
- H. This warranty extends only to indirect water heaters utilized in heating applications that have been properly installed by qualified professionals based upon manufacturer’s installation instructions.
- I. Replacement parts will be warranted for 90 days.

OWNER RESPONSIBILITIES

To avoid the exclusion list in this warranty, the owner or installer must:

1. Have a vacuum relief valve and temperature and pressure relief valve bearing the listing marks of the American Society of Mechanical Engineers (ASME) installed with the storage tank assembly in accordance with federal, state, and local codes.
2. Operate the storage tank assembly at pressure below that shown on the rating plate on the pressure relief valve.
3. Keep the storage tank free of damaging scale deposits.
4. Use the water heater in an open system, or in a closed system with a properly sized and installed thermal expansion tank.
5. Make provisions so if the storage tank or any component part 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 or online retailer.
2. Any water heater not installed by a qualified heating installer/service technician.
3. Service trips to teach you how to install, use, maintain, or 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 combination temperature and pressure 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 heat system not manufactured by Westinghouse as part of the water heater.
6. Water heaters repaired or altered without the prior written approval of Westinghouse.

7. 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; or failure to operate and maintain the water heater in accordance with the manufacturer's provided instructions.
8. Failure or performance problems caused by improper sizing of the water heater, expansion device, or piping.
9. Damages, malfunctions, or failures resulting from improper installation or failure to operate the water heater at pressures not exceeding the working pressure shown on the rating plate.
10. Failure to operate the water heater in an open system, or in a closed system with a properly sized and installed thermal expansion tank.
11. Damages, malfunctions, or failures caused by abuse, accident, fire, flood, freeze, lightning, acts of God and the like.
12. Tank failures (leaks) caused by operating the water heater in a corrosive or contaminated atmosphere.
13. Failure of the heater due to the accumulation of solid materials, lime deposits, or water quality contrary to the manufacturer's provided instructions. WATER CHEMISTRY REQUIREMENTS – Sodium less than 20mg/L. Water pH between 6.0 and 8.0. Hardness less than 7 grains. Chlorine concentration less than 100 ppm.
14. Any damages, malfunctions, or failures resulting from the use of dielectric unions.
15. 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.
16. Production of noise, taste, odors, discoloration, or rusty water.
17. Damages, malfunctions, or failures caused by subjecting the tank to pressures greater than those on the rating label.
18. Water heaters moved from the original installation location.
19. Water heaters that have had their rating labels removed.

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. You must present a copy of the original sales receipt for a warranty service request. If your 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 your original receipt, complete model and serial numbers, and the date of installation of your water heater, in addition to explanation of your water heater problem.

Warranty coverage is subject to validation of "in-warranty" coverage by Westinghouse claims department personnel. All alleged defective or malfunctioning parts must be returned to Westinghouse via the **local distribution channels** where original purchase was made. **NOTE: Any parts or heaters returned to Westinghouse for warranty analysis will become the property of Westinghouse and will not be returned, even if credit is denied.** If all warranty conditions are satisfied, Westinghouse will provide replacement parts to the retailer.

If you have questions about the coverage of this warranty, please contact Westinghouse customer service at the phone number stated below:

1-774-417-6000

SERVICE, LABOR AND SHIPPING COSTS

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

LIMITATIONS OF YOUR WESTINGHOUSE WARRANTY AND REMEDIES

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED 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 WESTINGHOUSE'S NEGLIGENCE, ACTUAL OR IMPUTED. THE REMEDIES OF THE PURCHASER 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 WESTINGHOUSE 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 WESTINGHOUSE. UNLESS IN WRITING AND SIGNED BY A DULY AUTHORIZED OFFICER OF WESTINGHOUSE. THE WARRANTIES STATED HEREIN ARE NOT TRANSFERABLE AND SHALL BE FOR THE BENEFIT OF THE ORIGINAL PURCHASER ONLY.

NO OTHER WARRANTIES

Your Westinghouse warranty gives you specific legal rights, and you 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 you. These are the only written warranties applicable to the Indirect Water Heater manufactured and sold by Westinghouse. Westinghouse neither assumes nor authorizes anyone to assume for it any other obligation or liability in connection with said Indirect Water Heaters. Westinghouse reserves the right to change specifications or discontinue models without notice.