

LAARS HEATING SYSTEMS COMPANY

LIMITED COMMERCIAL INDOOR / OUTDOOR STORAGE TANK WARRANTY

WHAT DOES THIS LIMITED WARRANTY COVER?

This limited warranty is the only warranty provided by Laars Heating Systems Company for the commercial indoor / outdoor stainless steel storage tank and only covers the stainless-steel tank and component parts for leakage or other malfunction caused by defects in materials and/or workmanship. It extends to the first buyer and to any subsequent owner(s) as long as the tank remains installed at its original place of installation.

WHAT DOES THIS LIMITED WARRANTY NOT COVER?

1. **Excluded Use/Installation.** This limited warranty does not cover leakage or other malfunction caused by:

- (a) Excessive use, including any nonresidential or commercial use.
- (b) Defective installation, including, without limitation, any installation which is made:
 - (i) in violation of applicable federal, state, provincial, or local codes, regulations, and legislation; or
 - (ii) without a certified, ANSI Z21.22 ASME, or comparable combination temperature and pressure relief valve; or
 - (iii) when the water heater is installed in a closed system without provisions to manage thermal expansion; or
 - (iv) contrary to the written instructions furnished with the unit.
- (c) Adverse local conditions, including sediment or lime precipitate in the stainless-steel tank or corrosive elements in the atmosphere.
- (d) Operating conditions outside of factory-specified temperature limits and water pressures exceeding 150 psi.
- (e) Potable water with a pH outside the range of 6.0 to 8.0, or with chloride concentrations exceeding 100 parts per million (ppm).
- (f) Misuse or abuse, including operation, or maintenance contrary to the written instructions furnished with the unit, removal of the anode rod (except for inspection and/or replacement), disconnection or alteration of factory installed components, or addition of non-approved components or apparatus, operation with fuels or at settings other than those set forth on the rating plate or accidental or other exterior damage.
- (g) Natural disasters or external events, including flood, fire, wind, or lightning.

2. **Excluded Costs/Damages.** Except as specifically required by applicable state, local or provincial law, this limited warranty also does not cover:

- (a) Consumable anode rods or anode rod consumption.
- (b) Production of noise, taste, odors, discoloration, or rusty water.
- (c) Incidental property damage, loss of use, inconvenience or other incidental or consequential costs or damages.
- (d) Costs associated with the replacement and/or repair of the unit, including:
 - (i) any freight, shipping, or delivery charges;

- (ii) any removal, installation, or re-installation charges;
- (iii) any material, and/or permits required for installation, re-installation, or repair;
- (iv) costs to return the defective water heater and/or component; or
- (v) any handling, processing and/or administrative fees imposed by a contractor or distributor, that are allowed within the applicable jurisdiction.

WHAT IS THE PERIOD OF COVERAGE?

This limited warranty runs from date of installation (or without proof of installation, from three (3) months after the date of manufacture) for the period specified on the following chart. To determine length of coverage, check model number listed on the rating plate of appliance against this chart.

STAINLESS STEEL STORAGE TANK AND PARTS LIMITED WARRANTY PERIOD
The warranty period applies for all commercial indoor / outdoor stainless steel storage tank installations with the following Model Prefix Numbers: LSSJST
Limited Indoor / Outdoor Stainless Steel Storage Tank Warranty Period: The limited indoor / outdoor stainless steel storage tank warranty period is 5 years from the date of installation. Subject to the exceptions described below.
Limited Parts Warranty Period: Subject to the exceptions in this chart, the duration of the limited parts warranty will be 1 year from the date of installation.
Exceptions to Stated Warranty Periods: <u>International Installations.</u> This limited warranty does not apply to tanks installed or operated outside the United States or Canada. No coverage, repair, or replacement shall be provided for installations outside these regions. <u>Replacement Products.</u> All replacement units and parts carry the balance of the original warranty period for the original unit. For example, if a tank develops a leak covered by this warranty after only 8 years, the replacement unit is warranted for only the balance remaining from the original 10-year warranty, or 2 years in this example.

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PLEASE RETAIN THIS WARRANTY IN A SAFE LOCATION FOR FUTURE REFERENCE.

ARE THERE ANY IMPLIED WARRANTIES?

EXCEPT AS PROVIDED IN THIS LIMITED WARRANTY, THE LIMITED WARRANTY STATED HEREIN IS IN LIEU OF ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED AND WHETHER WRITTEN OR ORAL, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES SUCH AS THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

TO THE EXTENT THE APPLICABLE STATE OR PROVINCIAL LAW DOES NOT ALLOW FOR WAIVERS OF ANY SUCH IMPLIED WARRANTY, THE TERM OF SUCH NON-WAIVABLE REQUIRED WARRANTY SHALL BE THE LESSER OF (A) ONE (1) YEAR FROM DATE OF ORIGINAL INSTALLATION OR (B) THE MINIMUM PERIOD REQUIRED BY STATE OR PROVINCIAL LAW.

IN ADDITION, LAARS WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR CONTINGENT DAMAGES OR EXPENSES ARISING FROM OR RELATING TO, DIRECTLY OR INDIRECTLY, ANY DEFECT IN THE WATER HEATER OR USE OF THE WATER HEATER.

HOW DOES STATE OR PROVINCIAL LAW RELATE TO THE WARRANTY?

Some states or provinces do not allow limitations on implied warranties or limitations on incidental or consequential damages. To the extent, and only to the extent, a state or provincial law in the jurisdiction that the unit is installed prohibits or limits such limitations, the above limitations or exclusions may not apply to you or may be reduced as required by the applicable law. This warranty gives you specific legal rights, and you may also have other rights which vary by jurisdiction.

WHAT WILL WE DO TO CORRECT PROBLEMS?

If a defect occurs within the warranty period that is covered by this warranty, we will:

1. Through our normal supply chain, provide a replacement water heater of our manufacture (or at our option repair the water heater) for any unit which develops a leak in the stainless-steel tank within the stainless-steel tank warranty period. To obtain a replacement, the rating plate from the defective unit must be returned, through the supply chain, to Laars. If government regulations require the replacement water heater to have features not found in the defective water heater, you will be required to pay the difference in price represented by those government required features.
2. Through our normal supply chain, provide a replacement part (or at our option repair the part) for any part which fails to function within the parts warranty period. To obtain a replacement, the defective part may be required to be returned, through the supply chain, to Laars. If government regulations require the replacement part to have features not found in the defective part, you will be required to pay the difference in price represented by those government required features.

WHAT WILL WE NOT DO?

We will not:

1. Repair or replace any water heater, or part, subject to conditions outlined in "What Does This Limited Warranty Not Cover?"
2. Reimburse any costs associated with repair and/or replacement.
3. Replace and/or repair any water heater without complete model/serial number.
4. Replace any water heater without prior physical receipt of original rating plate from appliance.

HOW DO YOU GET WARRANTY ASSISTANCE?

Upon discovering a defect or problem, you should immediately:

1. Contact a professional installer; or
2. Contact us:
LAARS HEATING SYSTEMS CO.
20 INDUSTRIAL WAY
ROCHESTER, NH 03867
(603) 335-6300

WHAT SHOULD YOU DO TO KEEP THE WARRANTY IN EFFECT?

To facilitate warranty assistance, you should:

1. Follow all instructions enclosed with the unit.
2. Retain all bills of sale or receipts for proof of installation, etc.
3. Contact a professional installer or our Warranty Department as soon as any problem or defect is noticed.
4. When necessary, allow us, or our chosen representative, to inspect the unit.
5. For your reference, fill in the Model and Serial Number found on the unit's rating plate:

Model Number: _____

Serial Number: _____

Date of Installation: _____

We reserve the right to verify any claims of defect by inspection. If a failure of the water heater causes damage to property or injury to a person, it is claimant's obligation to retain the water heater in its condition at the time of the incident. Failure to do so may result in denial of a claim and will be deemed material and prejudicial spoliation of evidence.

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