



RESIDENTIAL ELECTRIC WARRANTY

THIS WARRANTY IS APPLICABLE TO THE ORIGINAL OWNER ONLY. In accordance with the warranty terms and conditions specified below.

State Water Heaters (the warrantor) will furnish the ORIGINAL OWNER, 1) a replacement State water heater of equivalent size and current model if the glass-lined tank in this water heater leaks and, 2) a replacement part for any component part which fails. Sacrificial anode rods are consumable maintenance parts and are excluded from warranty coverage.

THE STATE WATER HEATERS REPLACEMENT MODEL OR PART WILL BE WARRANTED FOR ONLY THE UNEXPIRED PORTION OF THE ORIGINAL WARRANTY. The warranty period will be determined by the original date of purchase of the water heater, or in the absence of a Bill of Sale verifying said date, from the date of manufacture indicated on rating plate affixed to this water heater. This warranty is not transferrable and applies to models listed below:

SERIES	Tank	Parts
Premier®	10-year	10-year
EPX		
Select® 10-Year Models	10-year	6-year
ESX		
Select® 6-Year Models	6-year	6-year
ES6, MHEW2		

When the water heater has been used for other than single family residential application;

1. The tank warranty shall be reduced to 1 year for 6 year models and to 3 years for 10 year models.
2. The parts warranty shall be reduced to 1 year for all models.

CONDITIONS AND EXCEPTIONS

This warranty shall apply only when the water heater is installed and operated in accordance with 1) all local fire codes and plumbing codes, ordinances and regulations, 2) the printed instructions provided with it, 3) good industry practices, and 4) proper safety practices such as but not limited to a properly sized drain pan if installed in an area where leakage from the tank or its connections would result in damage to the area adjacent to the heater. In addition, a new temperature and pressure relief valve, certified by the Canadian Gas Association must have been properly installed and piped to the nearest drain.

This warranty shall apply only when the heater is:

- owned by the original purchaser;
- installed for indoor operation only;
- used at temperatures not exceeding the maximum calibrated setting of its thermostat;
- used at water pressure not exceeding the working pressure shown on the heater;
- filled with potable water, free to circulate at all times and with the tank free of damaging water sediment or scale deposits;
- used in a non-corrosive and non-contaminated atmosphere;
- used with factory approved anode(s) installed;
- in its original installation location;
- in the United States, its territories or possessions, and Canada;
- sized in accordance with proper sizing techniques for residential water heaters;
- bearing a rating plate which has not been altered, defaced or removed except as required by the warrantor;
- used in an open system or in a closed system with a properly sized and installed thermal expansion tank;
- connected to the proper voltage or:
- operated at the factory rated input;
- installed with no attempted, nor actual modification or alteration of the water heater's design in any way, including but not limited to, the attachment of non-company approved appliances or equipment, including any additional aftermarket equipment introduced into the sealed system.

Any accident to the water heater or any part thereof (including freezing, fire, floods, or lightning), any misuse, abuse or alteration of it, any operation of it in a modified form, any operation of the water heater on desalinated (deionized) water, or any damage caused by attempts to repair tank leaks or parts, will void this warranty. This warranty does not cover water heaters replaced for cosmetic reasons or for reasons of noise, taste, odor, discolored and/or rusty water. This warranty does not apply to water heaters used to heat pools, whirlpools or hot tubs or used for space heating where its sizing does not conform with specifications of the heating component manufacturer.

This warranty gives you specific legal rights, and you may have other rights which vary under the laws of each state. If any provision of this warranty is prohibited or invalid under applicable state law, that provision shall be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the affected provision or the other provisions of this warranty.

SERVICE AND LABOR RESPONSIBILITY

UNDER THIS LIMITED WARRANTY, THE WARRANTOR WILL PROVIDE ONLY A REPLACEMENT WATER HEATER OR PART THEREOF. THE OWNER IS RESPONSIBLE FOR ALL OTHER COSTS. Such costs may include but are not limited to:

- a. Labor charges for service, removal, or reinstallation of the water heater or part thereof.
- b. Shipping and delivery charges for forwarding the new water heater or replacement part from the nearest distributor and returning the claimed defective heater or part to such distributor.
- c. All cost necessary or incidental for handling and administrative charges, and for any materials and/or permits required for installation of the replacement heater or part.

LIMITATION ON IMPLIED WARRANTIES

Implied warranties, including any warranty of merchantability imposed on the sale of this heater under state law are limited to one year duration for the heater or any of its parts. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

CLAIM PROCEDURE

Any claim under this warranty should be initiated with the dealer who sold the heater, or with any other dealer handling the warrantor's products. If this is not practical, the owner should contact: State Industries, Inc., 500 Tennessee Waltz Parkway, Ashland City, Tennessee 37015. Phone: 1.800.365.0024 or visit our website: www.statewaterheaters.com

Replacement Parts may be ordered through authorized servicers or distributors. Refer to your local Yellow Pages for where to call or contact State Water Heaters, 500 Tennessee Waltz Parkway, Ashland City, TN 37015, phone: 1.800.821.2017 or visit our website at: www.waterheaterparts.com

The warrantor will only honor replacement with identical or similar water heater or parts thereof which are manufactured or distributed by the warrantor.

Dealer replacements are made subject to in-warranty validation by warrantor.

PROOF-OF-PURCHASE AND PROOF-OF INSTALLATION DATE ARE REQUIRED TO SUPPORT WARRANTY CLAIM

FROM ORIGINAL OWNER. THIS FORM DOES NOT CONSTITUTE PROOF-OF-PURCHASE OR PROOF-OF-INSTALLATION.

DISCLAIMERS

NO EXPRESSED WARRANTY HAS BEEN OR WILL BE MADE IN BEHALF OF THE WARRANTOR WITH RESPECT TO THE MERCHANTABILITY OF THE HEATER OR THE INSTALLATION, OPERATION, REPAIR OR REPLACEMENT OF THE HEATER OR PARTS. THE WARRANTOR SHALL NOT BE RESPONSIBLE FOR WATER DAMAGE, LOSS OF USE OF THE UNIT, INCONVENIENCE, LOSS OR DAMAGE TO PERSONAL PROPERTY, OR OTHER CONSEQUENTIAL DAMAGE. THE WARRANTOR SHALL NOT BE LIABLE BY VIRTUE OF THIS WARRANTY OR OTHERWISE FOR DAMAGE TO ANY PERSONS OR PROPERTY, WHETHER DIRECT OR INDIRECT, AND WHETHER ARISING IN CONTRACT OR IN TORT.

Should governmental regulations or industry standards prohibit the Manufacturer from furnishing a comparable model replacement under this warranty, the Owner will be furnished with the closest comparable water heater meeting the then current governmental regulations and industry standards. A supplementary fee may be assessed to cover the additional cost associated with the changes made to meet applicable regulations and standards. The limited warranty is voided if the maintenance procedures listed in the owner's instruction manual are not followed.

IMPORTANT INFORMATION

Model Number _____

Serial Number _____

INSTALLATION INFORMATION

Date Installed _____

Company's Name _____

Street or P.O. Box _____

City, State, and Zip Code _____

Phone Number _____

Plumber's Name _____

