10 YEAR LIMITED WARRANTY

EFFECTIVE:

For 10 years the manufacturer warrants this product against defects in materials or workmanship, and failure due to thermal shock as described in this document, if installed within the United States, and provided the product remains at its original place of installation and with its original owner.

Warranty coverage begins on the date of installation OR the date of manufacture if installation cannot be verified. *Note: The date of manufacture can be determined using the Serial Number, located on the silver rating label.*

WHAT IS COVERED:

Subject to these terms in the event of a defect in materials or workmanship appearing during the first 5 years, the manufacturer will repair, or at our discretion, replace any part of the product covered under this warranty.

When the boiler has been used for other than single family residential applications, the parts warranty shall be reduced to 1 year for all models.

After 5 year(s) the manufacturer will repair, or at our discretion, replace the defective heat exchanger, for a period of **5 more years**.

You are responsible for all labor (first year only), shipping, delivery, installation, and handling costs.

Unless authorized by the manufacturer, all products must be returned to the factory for warranty determination at the owner's expense.

Any replacement part or product will be warranted only for the unexpired portion of the original product's limited warranty period.

If an identical model is no longer available due to a change in law, regulation, or standard, the manufacturer will replace the product with one having the same or similar capacity, input and brand, when available. In these instances, you will have the option of paying the difference between what you paid for the original model and the new model with the additional features, or receiving a refund of the portion of the purchase price allocable as determined by the manufacturer, on a pro-rata basis, to the unexpired portion of the warranty period.

OWNER'S RESPONSIBILITIES:

Owners are responsible for selecting a qualified service provider. Visit www.statewaterheaters.com for a list of service providers in your area.

- Follow all instructions enclosed with the product.
- Retain all bills of sale or receipts for proof of installation.
- Provide copies of all service and maintenance records.
- Contact your installer or dealer as soon as any problem or defect is noticed.
- Be ready to provide the following information: your name, address and telephone number; the model and serial number of your State product; proof of installation; and a clear description of the problem.
- When requested by the manufacturer, return products to the factory for inspection and warranty determination at owner's expense.

WHAT IS NOT COVERED, PROBLEMS CAUSED BY:

- Improper gas supply line sizing, gas type, venting, connections, combustion air, voltage, wiring, or fusing
- Sediment or lime scale buildup due to poor water quality
- Improper installation, sizing, delivery, or maintenance
- Failure to follow printed instructions enclosed with the product
- Abuse, misuse, accident, fire, flood, or Acts of God
- Improper venting and air intake materials, length, construction, or operations
- Claims related to rust, excessive noise, smell, or taste of water
- Failure to conduct start up as explicitly outlined in the manual
- Failure to properly perform maintenance, as outlined in the instruction manuals provided by the manufacturer
- Damages due to a failure to allow for thermal expansion
- Alterations that change the intended or certified use of the product
- Failure to follow applicable codes
- · Improper chemical addition
- Service trips to explain proper installation, use, or maintenance of the product/unit or to describe compliance requirements under applicable codes and regulations
- Charges related to accessing the product including but not limited to door/wall removal, equipment rental, etc.
- Replacement parts after expiration of this warranty
- Premium associated with after hours or overtime labor

LIMITATIONS:

IMPLIED WARRANTIES, INCLUDING BUT LIMITED TO **IMPLIED** WARRANTIES, **MERCHANTABILITY AND FITNESS** FOR PARTICULAR PURPOSE ARE LIMITED TO THE APPLICABLE DURATION OF THIS WARRANTY. ALL OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED. IN NO EVENT SHALL A.O.S. BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER DAMAGES, WHETHER LIABILITY IS BASED ON TORT, CONTRACT, STRICT LIABILITY OR ANY OTHER THEORY. Some states or provinces do not allow limitation and/ or the above exclusion on how long implied warranties last, or do not allow for the exclusion of incidental or consequential damages, so the above limitations may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which vary upon location.