EXCLUSIVE WARRANTY – LIMITATION OF LIABILITY

This Limited Warranty is the only Warranty for this unit given by the Water Heater Division of Rheem Manufacturing Company. No one is authorized to make any other warranties on behalf of Rheem. ANY IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, SHALL NOT EXTEND BEYOND THE APPLICABLE WARRANTY PERIODS SPECIFIED PREVIOUSLY. RHEEM'S SOLE LIABILITY, WITH RESPECT TO ANY DEFECT, SHALL BE AS SET FORTH IN THIS LIMITED WARRANTY, AND ANY CLAIMS FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGE FROM WATER LEAKAGE) ARE EXCLUDED. Some states do not allow limitations on how long an implied warranty lasts, or for the exclusion of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

This Limited Warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

We suggest you immediately complete the information below and retain this Certificate of Limited Warranty in the event warranty service is needed. Reasonable proof of the date of installation of your commercial water heater may be required to establish its "in-warranty" status. Otherwise, the Effective Date of the Limited Warranty will be the date of manufacture of the commercial water heater plus ninety (90) days.

DO NOT RETURN THIS DOCUMENT TO RHEEM. KEEP IT WITH YOUR COMMERCIAL WATER HEATER OR BUSINESS RECORDS.

Name of Owner/Business Location

where this Commercial Water Heater is Installed: __

Commercial Water Heater Installation Location Address:

Date Commercial Water Heater was Installed:

Name of Plumber/Mechanical Contractor - Installer:

Plumber/Mechanical Contractor – Installer's Address:

Telephone Number of Plumber/Mechanical Contractor - Installer:

Complete Model Number of Commercial Water Heater:

Complete Serial Number of Commercial Water Heater:

Rheem Water Heaters Claims Department 2600 Gunter Park Drive East Montgomery, Alabama 36109 Important Telephone Numbers: Rheem Claims Department (800) 621-5622

Rheem Technical Service Department (800) 432-8373

Certificate of Limited Warranty



COMMERCIAL GAS OR ELECTRIC WATER HEATERS WITH A 3 YEAR TANK AND 1 YEAR PARTS LIMITED WARRANTY

LIMITED WARRANTY

For the Rheem®-Ruud® Commercial Gas or Electric Storage Water Heater Models listed on the front of this document.

GENERAL

This Limited Warranty is only available to the original owner of this commercial water heater. It is not transferable.

Rheem Manufacturing Company (Rheem) warrants this Rheem[®]-Ruud[®] commercial water heater, and its component parts, to be free from defects in materials and workmanship, under normal use and service, for the Applicable Warranty Period. At its option, Rheem will repair or replace the defective commercial water heater, or defective component part(s), in accordance with the terms of this Limited Warranty, if it fails in normal use and service during the Applicable Warranty Period. The replacement commercial water heater must be manufactured by Rheem. The replacement component part(s) must be Rheem authorized component part(s). The replacement commercial unit will be warranted only for the unexpired portion of the original commercial unit's Applicable Warranty Period.

EFFECTIVE DATE

The Effective Date of warranty coverage (or the beginning of the Applicable Warranty Periods) is the date of original installation of the commercial water heater, if properly documented. Otherwise, it is the date of manufacture of the commercial water heater plus ninety (90) days.

APPLICABLE WARRANTY PERIODS

The Applicable Warranty Period for the tank is three (3) years from the Effective Date. The Applicable Warranty Period for the component parts is one (1) year from the Effective Date (with the exception of LIFEGUARD[™] elements for which the Applicable Warranty Period is three (3) years from the Effective Date).

WARRANTY EXCLUSIONS

This Limited Warranty will **not** cover:

- a) Service trips to teach you how to install, use, or maintain this commercial water heater or to bring the commercial water heater's installation into compliance with local building codes and regulations.
- b) Damages, malfunctions, or failures resulting from failure to install the commercial water heater in accordance with applicable building codes/ordinances or good plumbing and electrical trade practices.
- c) Damages, malfunctions, or failures resulting from improper installation or failure to operate and maintain the commercial water heater in accordance with the manufacturer's instructions provided.
- d) Performance problems caused by improper sizing of the commercial water heater or (pertaining to gas models) the gas supply line, the venting connection, or combustion air openings or (pertaining to electric models) electric service voltage, wiring, or fusing.
- e) Damages, malfunctions, or failures caused by improper conversion from natural gas to LP gas or LP gas to natural gas fuel source.
- f) Damages, malfunctions, or failures caused by operating the commercial water heater with the anode rod removed or with modified, altered, or unapproved parts installed.
- g) Damages, malfunctions, or failures caused by abuse, accident, fire, flood, freeze, lightning, acts of God, and the like.
- h) Tank failures (leaks) caused by operating the commercial water heater in a corrosive or contaminated atmosphere.
- Damages, malfunctions, or failures caused by operating the commercial water heater with an empty, or partially empty, tank (also known as "dry firing").
- Damages, malfunctions, or failures caused by operating the commercial unit at water temperatures exceeding the maximum setting of the operating, or high limit, control.
- k) Tank failures caused by operating the commercial water heater when it is not supplied with potable water, free to circulate at all times.
- Damages, malfunctions, or failures caused by subjecting the tank to pressures, or firing rates, greater than those shown on the rating label.
- m)Damages, malfunctions, or failures resulting from the use of any attachment, including any energy saving device, not authorized by Rheem.
- n) Commercial units installed outside the fifty states (and the District of Columbia) of the United States of America.
- o) Commercial units moved from the original installation location.
- p) Commercial units that have had their rating labels removed. A commercial water heater should not be operated if the rating label is removed.

LABOR, SHIPPING, AND PROCESSING COSTS

This Limited Warranty does <u>not</u> cover any <u>labor expenses</u> for service, repairs, reinstallation, permits, or removal and disposal of the failed commercial water heater, or defective component part(s). All such expenses are your responsibility.

Rheem will pay the <u>transportation costs</u> for an "in-warranty" replacement commercial water heater, or "inwarranty" replacement component part(s), to a convenient delivery point (selected by Rheem) near the place the original commercial water heater, or original component part(s), is located: such as a local Rheem or Ruud water heater distributor. You must pay any local freight charges, including the cost of returning the failed commercial water heater, or defective component part(s), to a convenient shipping location (selected by Rheem): such as a local Rheem or Ruud water heater distributor.

Rheem does <u>not</u> authorize, recommend, or receive any benefit from any <u>claims processing or similar fees</u> charged by others to process warranty claims for any Rheem-Ruud commercial water heater, or component part(s). Rheem will <u>not</u> reimburse any party for these, or any other, fees not specifically covered in this Limited Warranty document.

HOW TO OBTAIN WARRANTY CLAIM ASSISTANCE

Any claim for warranty assistance must be made promptly. First, determine if your commercial water heater is "in-warranty" (that is, within the Applicable Warranty Period). You can determine your commercial unit's warranty status by obtaining the complete model number, the complete serial number, and the installation date of your commercial water heater and then accessing the "Warranty Verification" information on the Rheem Water Heater Division's Internet website (<u>www.rheem.com</u>) or contacting Rheem Water Heaters' **Claims Department (telephone number (800) 621-5622)** during normal working hours to determine if the Applicable Warranty Period has expired.

If your commercial water heater is "in-warranty", contact the plumber, or mechanical contractor, that installed it for assistance with the warranty repairs, or replacement, required. You may also select a plumber, or mechanical contractor, from your local Yellow Pages to assist you. Rheem Water Heaters' **Technical Service Department** personnel are available to assist you – by **telephone at (800) 432-8373** or via our Internet website (www.rheem.com) -in obtaining "in-warranty" service or to answer your questions about the operation or repair of your commercial water heater during normal business hours. Be prepared to provide the plumber, mechanical contractor, or Rheem Technical Service person you call with the complete model number, the complete serial number, and the date of installation of your commercial water heater problem.

If an exact replacement is not available, Rheem will provide you with the current model of your commercial water heater, or component part(s), or a replacement unit with comparable operating features. If government regulations or industry certification or similar standards require the replacement commercial water heater, or replacement component part(s), to have features not found in the defective commercial water heater, or the defective component part(s), you will be charged for the difference in price represented by those required features. If you pay the price difference for those required features and/or to upgrade the size and/or other features available on a replacement new commercial water heater, you will also receive a complete new Limited Warranty (with the full Applicable Warranty Period) for the replacement new commercial water heater.

DO NOT DESTROY, OR DISPOSE OF, ANY RHEEM-RUUD "IN-WARRANTY" FAILURE COMMERCIAL WATER HEATER, OR "IN-WARRANTY" DEFECTIVE COMPONENT PART(S), WITHOUT AUTHORIZATION FROM THE RHEEM TECHNICAL SERVICE DEPARTMENT. Rheem reserves the right to inspect, or require the return of, the failed commercial water heater or the defective component part(s). Each "in-warranty" failure commercial water heater must be made available to Rheem (with the original rating label and all the component parts intact) in exchange for the replacement commercial water heater. Each defective "in-warranty" component part to be replaced must be returned to Rheem in exchange for the replacement component part.

Warranty compensation is subject to validation of "in-warranty" coverage by Rheem Claims Department personnel.

- To obtain warranty compensation for an "in-warranty" commercial water heater failure, you must provide Rheem with: (at Rheem's option) either the failed commercial water heater (with the rating label and all the component parts intact) or the complete original rating label (<u>photocopies are not acceptable</u>) removed from the failed commercial water heater; the complete model number and the complete serial number of the Rheem-Ruud commercial water heater that replaced the failed commercial unit; and, the date the original commercial water heater failed. You may also be required to provide documentary proof of the failed commercial water heater's date of installation to establish its "in-warranty" status.
- To receive warranty compensation for an "in-warranty" defective component part you must provide Rheem
 with: the defective component part; the complete model number and the complete serial number of the
 Rheem-Ruud commercial water heater from which the defective component part was removed; and, the
 date the defective component part failed. You may also be required to provide documentary proof of the
 date of installation of the Rheem-Ruud commercial water heater from which the defective component part
 was removed or the date of purchase of the component part (if it was purchased separately) to
 establish the "in-warranty" status of the defective component part.

Warranty claim documentation should be mailed promptly to Rheem Water Heaters, Claims Department, 2600 Gunter Park Drive East, Montgomery, Alabama 36109.

(CONTINUED ON REVERSE)