

LIMITED WARRANTY for COMMERCIAL WATER HEATING

Models CA-05 through CA-28

Microtherm, Inc. warrants the tank and electronic circuit board of its commercial water heater against defects in materials and workmanship for three (3) years. Model numbers, beginning with the letter "CA", are classified as commercial water heating units. The tank as referred to herein shall mean the body of the heat exchanger only and does not include component parts attached to the body of the heat exchanger including but not limited to the heating elements, temperature sensors, pipe nipples, pressure relief valve, circuit board, TRIACS, and limit thermostat. These component parts are covered under the "Limited Parts Warranty". This warranty begins on the date of original retail purchase or, in the absence of proof of purchase verifying said date, from the date indicated by the serial plate affixed to the water heater; provided, however, that use of this water heater for commercial, institutional, industrial, or other non-residential purposes shall limit the maximum duration of this tank and electronic circuit board warranty to five (5) years from the date of original retail purchase. **Commercial water-heating models, which are designated by "CA", are not warranted for residential heating or space heating applications.**

In the event of a defect in materials or workmanship, **Microtherm, Inc.** will repair or replace free of charge any tank part or circuit board found to be defective within a period of three (3) years from the date of original retail purchase. **Microtherm, Inc.** reserves the right to use repaired or remanufactured parts and water heaters when repair or replacement becomes necessary. During the first 90 days of this warranty, **Microtherm, Inc.** will pay up to \$65.00 for labor to install or replace any part or component found to be defective in material or workmanship. **(CIRCUIT BOARD OR TANK REPLACEMENTS TO THE ORIGINAL PURCHASER, MADE AFTER THREE (3) YEARS AND NOT LATER THAN FIVE (5) YEARS FROM THE DATE OF THE ORIGINAL RETAIL PURCHASE WILL BE REPLACED BY Microtherm, Inc.) SUBJECT TO REPLACEMENT AND HANDLING CHARGES NOT TO EXCEED 15% OF THE MANUFACTURER'S SUGGESTED RETAIL PRICE OF THE UNIT MODEL FOR WHICH THE CIRCUIT BOARD OR TANK WAS ORIGINALLY INSTALLED, OR CURRENTLY SOLD COMPARABLE UNIT.** This warranty does not include the cost, if any, of labor, installation or freight charges incurred more than 90 days following the purchase of this unit.

LIMITED PARTS WARRANTY

Microtherm, Inc. warrants the other remaining component parts other than the tank and circuit board of the water heaters to be free of defects in materials and workmanship for a period of one (1) year from the date of original retail purchase or, in the absence of proof of purchase verifying said date, from the date indicated on the serial plate affixed to the heater. In the event that a part is defective, **Microtherm, Inc.**, at its option will repair or replace the part free of charge for the part itself. **Microtherm, Inc.** reserves the right to use repaired or remanufactured parts when replacement is necessary. During the first 90 days of this warranty, **Microtherm, Inc.** will pay up to \$65.00 for labor on installation of any part or component found to be defective in material or workmanship. After the first 90 days following the purchase of this unit, no labor, installation, or freight charges, if any are included in this warranty.

EXCLUSIONS AND LIMITATIONS OF THESE LIMITED WARRANTIES

- 1) THE LIMITED WARRANTIES PROVIDED HEREIN ARE IN LIEU OF ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND THE FITNESS FOR A PARTICULAR PURPOSE; PROVIDED, HOWEVER, THAT IMPLIED WARRANTIES ARE NOT DISCLAIMED DURING THE ONE YEAR PERIOD FROM THE DATE OF ORIGINAL RETAIL PURCHASE.
- 2) **Microtherm, Inc.**, SHALL HAVE NO LIABILITY HEREUNDER, EITHER DIRECT OR CONTINGENT, FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.
- 3) This warranty gives you specific legal rights, and you may have other rights THAT vary from state to state.
 - a) These warranties shall be void and have no effect.
 - b) If the design or structure of the water heater is modified or altered in any way;
 - c) If appliances or equipment not approved by **Microtherm, Inc.** are attached to the water heater;
 - d) If the water heater is not properly installed in compliance with the latest issue of (1) the National Electric Code, (2) the applicable plumbing codes, (3) all local ordinances and regulations pertinent to similar micro-boilers, and (4) the installation guide and operational manual provided with the water heater;
 - e) If nipples are exposed to PVC primer, petroleum based plumbing sealing compound.
 - f) If the water heater supply lines or fittings within 18" of the water heater have been soldered while connected to the micro-boiler.
 - g) If the water heater is not operated within the factory calibrated temperature limits;
 - h) If leaks in the tank or defects in other parts arise as the result of improper use, improper installation, negligence in operation (such as elements burned out in a dry tank, etc.), failures resulting from sediment deposit or accident, or from inability of the water heater or any parts to function because of improperly made replacements and repairs, or damage by fire, floods, lightning, or any other act of God;
 - i) If the heating element or elements fail due to air entrapment;
 - j) If the serial plate has been altered or discarded and the purchase date cannot be verified with proof of purchase;
 - k) **IF THE WATER HEATER IS INSTALLED IN ANY AREA WHERE LEAKAGE OF THE TANK OR CONNECTIONS WOULD RESULT IN DAMAGE TO THE AREA ADJACENT TO THE WATER HEATER, OR WHERE SUCH A LOCATION IS UNAVOIDABLE, A SUITABLE DRAIN PAN OR FLOOR DRAIN WAS NOT INSTALLED UNDER THE WATER HEATER. WHEN A DRAIN PAN MUST BE USED, THE PAN MUST MEET ALL APPLICABLE PLUMBING CODES AND BE AT LEAST 1-1/2" DEEP, EXTENDING NOT LESS THAN 1" ABOUT THE UNIT'S BASE PLATES, MUST PROTECT AN AREA AT LEAST 1-1/2" GREATER THAN THE LOWER EXTERNAL DIMENSIONS OF THE WATER HEATER, INCLUDE A SPLASH COVER FOR THE AREA OF ATTACHMENT TO THE WALL, AND MUST BE PIPED BY 1" PIPE TO AN ADEQUATE DRAIN;**
 - l) If the water heater or any of its components warranted herein are used other than as a part of the complete and integrated system as sold to the original purchaser;
 - m) If leaks in the tank or defects in other parts occur as a result of the water heater containing or being operated with de-ionized water;
 - n) If leaks in the tank or defects in other parts arise as a result of sizing that does not comply with the manufacturers currently published sizing recommendations.
5. Replacements and/or repairs furnished under warranty carry only the un-expired portion of the original warranty.
6. The terms of this warranty may not be varied by any person, whether or not purporting to represent or act on behalf of **Microtherm, Inc.**