Laars Heating Systems Limited Warranty for: Storage Tanks and Electric Water Heaters

WHAT DOES THIS LIMITED WARRANTY COVER?

This limited warranty covers the products listed below 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 product remains installed at its original place of installation.

WHAT DOES THIS LIMITED WARRANTY NOT COVER?

1. This limited warranty does not cover leakage or other malfunction caused by:

- a) Defective installation, and specifically, any installation which is made:
 - i) in violation of applicable state or local plumbing, housing or building codes, or
- ii) without a certified American Gas Association, ASME, or comparable combination temperature and pressure relief valve.
- b) Adverse local conditions, and specifically, sediment or lime precipitate in the tank or corrosive elements in the atmosphere.
- c) Misuse, and specifically, improper operation and/or lack of maintenance or removal of required anodes. Disconnection, alteration or addition of non-approved components or apparatus, operation at settings other than those set forth on the rating plate, or accidental or other exterior damage.
 d) Gaskets.
- 2. This warranty also does not cover:
 - a) Production of noise, taste, odors, discolored water.
 - b) Incidental property damage, loss of use, inconvenience or other incidental or consequential costs.
 - c) 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) charges to return the defective tank to the manufacturer

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.

Model	Material	Limited Tank Warranty
Storage Tank Models		
A0073100 A0073101 A0078800	All	5 Years
A0070101 A2086000		
Storage Tank Model ST	Glass-lined carbon steel	5 Years
	Epoxy-lined carbon steel	1 Year
	Double-glass-lined carbon steel	10 Years
	Duplex stainless steel (passivated)	25 Years, prorated - see note 3
	316L stainless steel (passivated)	10 Years - see note 1
Chilled Water Buffer Tank Model BT	Carbon steel	1 Year
	Duplex stainless steel (passivated)	25 Years, prorated - see note 3
	316L stainless steel (passivated)	10 Years - see note 1
Hydraulic Separator Model HT	Carbon steel	5 Years - see note 2
	Duplex stainless steel (passivated)	25 Years, prorated - see note 3
	316L stainless steel (passivated)	10 Years - see note 1
Expansion Bladder Tank Model LEBT	Carbon steel	1 Year
	Duplex stainless steel (passivated)	25 Years, prorated - see note 3
	316L stainless steel (passivated)	10 Years - see note 1
Commercial Electric Water Heater Model EV	Glass-lined carbon steel	3 Years
	Double-glass-lined carbon steel	6 Years
	Duplex stainless steel (passivated)	25 Years, prorated - see note 3
	316L stainless steel (passivated)	10 Years - see note 1
Parts other than tanks - all models	All	1 Year

**All replacement tanks carry the balance of the original warranty, i.e. if an original five (5) year

warranted tank develops a leak due to defects in materials / workmanship after only two (2) years,

the replacement unit is warranted for only the balance remaining from the original five (5) year warranty, or three (3) years, in this example.

Notes:

1. Maximum chloride concentration 3 ppm and 140°F.

2. Must be used in a non-corrosive service, in a closed loop system.

3. 25 year warranty is prorated as described in page three of this document.



Customer Service and Product Support: 800.900.9276 • Fax 800.559.1583 Headquarters: 20 Industrial Way, Rochester, NH, USA 03867 • 603.335.6300 • Fax 603.335.3355 9 Brigden Gate, Halton Hills, Ontario, Canada L7G 0A3 • 905.203.0600 • Fax 905.636.0666

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WHAT IS THE DURATION OF THE IMPLIED WARRANTY?

ANY IMPLIED WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY IMPOSED ON THE SALE OF THE TANKS UNDER THE LAWS OF THE STATE OF SALE ARE LIMITED IN DURATION TO ONE YEAR FROM DATE OF ORIGINAL INSTALLATION.

HOW DOES STATE LAW RELATE TO THE WARRANTY?

Some states do not allow:

- 1. Limitations on how long an implied warranty lasts.
- 2. Limitations on incidental or consequential damages.

So the above limitations or exclusions may not apply to you.

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

WHAT WILL WE DO TO CORRECT PROBLEMS?

1. If a defect occurs within the warranty period, we will:

Provide a replacement tank of our manufacture (or at our option) repair any unit, which develops a leak in the steel tank within the tank warranty period. To obtain a replacement, you <u>must</u> forward the rating plate from the defective unit to us. If government regulations require the replacement tank to have features not found in the defective storage tank, you will be required to pay the difference in price represented by those government required features. We do reserve the right to verify any claims of defect by inspection.

WHAT WILL WE NOT DO?

We will not:

- 1. Repair or replace any tank, 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 tank without complete model/serial number.
- 4. Replace any tank without prior receipt of actual rating plate from appliance.

HOW DO YOU GET WARRANTY ASSISTANCE?

Upon discovering a defect or problem, you should: 1. Contact either the installer, dealer, local representative or contact us:

LAARS HEATING SYSTEMS 20 Industrial Way, Rochester, NH USA, 03867 800.900.9276 603.336.6300 CALIFORNIA RESIDENTS CALL 269.683.1910 Please have model number and serial number ready.

WHAT SHOULD YOU DO TO KEEP THE WARRANTY IN EFFECT?

To facilitate warranty assistance, you should:

Retain all bills of sale or receipts for proof of installation, etc.

Contact your installer, dealer or our Warranty Department as soon as any problem or defect is noticed.

When necessary, allow us, or our chosen representative, to inspect the unit.

For your reference, fill in the Model and Serial Number found on the unit's Rating Plate:

Model Number:

Serial Number:

Date of Installation:

SPECIAL STATE PROVISIONS

For tank(s) installed in California or Oregon, Paragraphs 2(c) (i) (iv) of the paragraph "WHAT DOES THIS WARRANTY NOT COVER?" does not apply. All other terms and conditions of this warranty apply as stated.



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Laars Heating Systems Limited Warranty for: Storage Tanks and Electric Water Heaters

25-YEAR LIMITED PRORATED TANK WARRANTY

Covers: Storage tanks and electric water heaters products fabricated from duplex stainless steel that has been passivated

This warranty applies only to installations in the U.S. and Canada.

WHAT THIS LIMITED WARRANTY COVERS

When used for heating or storing water for intended product purposes, this limited warranty covers defects in materials or workmanship of the tank that result in any of the following:

- Production of rusty or discolored water
- Leaking from the tank
- Chloride stress corrosion cracking

Separate warranties are provided for components other than the tank and they are not covered by this warranty.

TANK REPAIR LIMITED WARRANTY

For 15 years from the start of this limited warranty, if the tank has a warranty-covered defect, Laars will repair the defect and restore the tank back to working condition. If, in the judgment of Laars, tank repair is not practical, this tank repair limited warranty will not be in force and the tank replacement limited warranty will be in force.

TANK REPLACEMENT LIMITED WARRANTY

- For 15 years from the start of this limited warranty, if, in the judgment of Laars, a warranty-covered defect of the tank is not repairable, Laars will replace the tank at no cost to the owner with the then current equivalent model. No labor, freight or other related expenses will be paid by Laars.
- From the beginning of the 16th year to the end of the 25th year from the start of this limited warranty, Laars will offer to sell the
 owner a new tank of the then current equivalent model for a price equal to the number of months in service from the date of start
 of this limited warranty, divided by the total number of months of this limited warranty, times the then current list price. At no
 point will the cost to the owner exceed 75% of the current list price. No labor, freight or other related expenses will be paid by
 Laars.

GENERAL CONDITIONS

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, INCLUDING STATUTORY WARRANTIES, SUCH AS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The sole and exclusive remedy is repair or replacement of the defective tank pursuant to the terms of this limited warranty. IN NO EVENT SHALL LAARS BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR CONTINGENT LIABILITIES OF ANY KIND, RESULTING FROM THE MANUFACTURE, SALE, INSTALLATION, OR USE OF THIS PRODUCT. SOME STATES DO NOT ALLOW LIMITATIONS ON INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ON THE LENGTH OF AN IMPLIED WARRANTY. THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE. In no event shall Seller's liability on any claim for damages arising out of or connected with the sales contract or the manufacture, sale, delivery, or use of the tank exceed the purchase price of the tank.

To qualify for this limited warranty, the original tank installation and operation must comply with all applicable federal, state, and local regulations, and must be in accordance with applicable instructions and limitations contained in the Laars installation and maintenance manual for the product. Normal maintenance and repair must have been performed by the owner. This limited warranty does not cover abuse or misuse of the product. This limited warranty is void if modifications are made to the product without the knowledge and consent of Laars. This limited warranty does not cover tanks used for non-intended purposes, for liquids other than water, or for high-purity water.

All legal actions for breach of this limited warranty, or the terms and conditions of the contract for sale of the product, must be commenced on or before the expiration of one year from the date of such breach. Otherwise, such action shall be considered barred by a period of limitations established by agreement. This limited warranty covers the first installation only. Laars shall be entitled to inspect the product prior to repair or replacement.



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