



Heat-flo, LLC. LIMITED WARRANTY Storage Tanks

Your tank is protected by these Heat-flo, LLC., (HFL), warranties. These warranties are applicable to original consumer purchases only.

WARRANTY COVERAGE FOR RESIDENTIAL USAGE

The warranties listed in this section shall apply to tanks used in a residential setting by the original consumer purchasers only. A “residential setting” as used herein shall mean usage in a single-family dwelling in which the original consumer purchaser of the tank resides on a **permanent basis**. “Residential setting shall also mean usage in a multiple family dwelling provided that the tank services only one (1) dwelling in a multiple family dwelling.

LIMITED WARRANTY ON TANK

HFL warrants that the tank shall be free from leaks due to material or manufacturing defects during normal use and service for one of two time periods:

1. LIMITED FIVE YEAR WARRANTY – HFL warrants that the tank shall be free from leaks due to material or manufacturing defects for five years, provided that the original consumer purchaser owns the home (residence) in which the tank is located.

2. ADDITIONAL LIMITED WARRANTY

HFL further warrants to the original user that for an additional period of ten (10) years from the date of expiration of the first five (5) years of this warranty set forth above, the tank assembly shall be free of leaks during normal use and service. In the event that a leak should develop and occur within this limited warranty period due to defective material or workmanship, we will furnish a replacement tank of the nearest comparable model current at the time of replacement. Replacement will be made upon payment by the original user of a percentage of the suggested retail price at the time of replacement as set forth in the following schedule:

Within 6 th through 7 th	- 60%
Within 8 th through 9 th	- 65%
Within 10 th through 11 th	- 70%
Within 12 th through 13 th	- 75%
14 th year and beyond	- 80%

WARRANTY ON THE OPERATING CONTROL

The operating control (if applicable) is warranted by original manufacturer for a period of one (1) year from installation date. If no documentation is available as proof of installation, the warranty on the operating control will commence on the date of manufacture of the associated tank.



WARRANTY COVERAGE FOR COMMERCIAL USAGE

The warranties listed in this section shall apply to Heat-flo, LLC. tanks used in a commercial setting by the original commercial purchasers only. A “commercial setting” as used herein shall mean any usage not falling within the above definition of a “residential setting”. A Heat-flo, LLC. tank shall also be deemed used in a “commercial setting” if at any time it is operated at a temperature above 150 degrees Fahrenheit.

Heat-flo, LLC. warrants that it will repair or replace, at its option, without charge, any defect or malfunctioning of the tank within the warranty period set forth below.

During the first through fifth years after the original date of delivery to the original commercial purchaser, Heat-flo, LLC. will repair or replace, at its option, without charge, any tank having a defect or malfunction due to a manufacturing defect that results in a water leak from the outer jacket, inner tank, or heat exchanger as a result of normal use and service. It is expressly agreed between Heat-flo, LLC. and the original consumer purchaser that the repair or replacement is the exclusive and sole remedy of the original commercial purchaser.

If Heat-flo, LLC. is unable to repair or replace the tank so as to conform with this warranty after a reasonable number of attempts, then Heat-flo, LLC. will provide, at its option, either a replacement product, or a full refund of the purchase price. These remedies are the exclusive remedies of the original consumer purchaser.

EXCLUSIONS AND LIMITATIONS—RESIDENTIAL AND COMMERCIAL INSTALLATIONS

This warranty extends to the original purchaser only (including first occupants of a new home), is non-transferable and shall apply only if:

1. The unit is correctly installed according to the installation instructions provided with the unit.
2. The unit is operated within the factory specified temperature limits, and at a water pressure not exceeding 150 psi.
3. Components of the tank which are not defective but must be replaced as a result of reasonable wear and tear.
4. Water Quality: The warranties extended by HFL are conditioned upon potable water with a Ph not to exceed 8.0 and not below 6.0. and / or chloride concentrations not to exceed 100 parts per million (ppm). HFL specifically disclaims liability of any kind resulting from or relating to potable water that does not match these characteristics.
5. Any failure or malfunction resulting from improper or negligent operation, accident, abuse (including freezing), misuse, unauthorized alteration or improper repair or maintenance.
6. Any failure or malfunction resulting from failure to keep the unit full of potable water, free to circulate at all times, and the tank free of damaging water sediment or scale deposits.
7. The unit is used within the United States, its territories or possessions, or Canada.
8. The warranty does not cover labor costs, shipping charges, or deliver expenses, nor administrative fees incurred by the purchaser in removing or reinstalling the unit. Heat-flo will not accept claims for labor costs incurred by the original consumer purchaser in removing or reinstalling the tank.
9. Malfunctions resulting from, or repairs necessitated by, uses of the tank for purposes other than that for which it was designed, or resulting from flood, fire, wind, or lightning.

OWNER’S RESPONSIBILITIES

The owner or installer must:

1. Have the storage tank installed with a vacuum relief valve and a temperature and pressure relief valve in accordance with local, state, and federal codes and ordinances bearing the listing marks of the American Society of Mechanical Engineers (A.S.M.E).
2. Operate the tank at a pressure below that shown on the rating plate on the pressure relief valve.
3. Keep the tank free of scale deposits.
4. Make provisions so if the tank or any component part or connection should leak, the resulting flow of water will not cause damage to the area in which it is installed.

The warranty hereunder does not apply to defects resulting from:



1. Freezing, excessive pressure, or leaks at water connections.
2. Failure of a component, control, or component part other than a component part manufactured solely by HFL.
3. Any cause similar to the above, not resulting solely due to defective material and/or workmanship.

LIMITATION OF WARRANTIES AND REMEDIES

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, AND ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN CONTRACT OR TORT, WHETHER OR NOT ARISING FROM HEAT-FLO, LLC.'S NEGLIGENCE, ACTUAL OR IMPUTED.

THE REMEDIES OF THE ORIGINAL CONSUMER PURCHASES SHALL BE LIMITED TO THOSE PROVIDED HEREIN TO THE EXCLUSION OF ANY OTHER REMEDIES INCLUDING WITHOUT LIMITATION, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST PROFIT, OR DAMAGES ALLEGED TO HAVE BEEN CAUSED BY ANY FAILURE OF HEAT-FLO, LLC. TO MEET ANY OBLIGATION UNDER THIS AGREEMENT INCLUDING THE OBLIGATION TO REPAIR AND REPLACE SET FORTH ABOVE.

NO AGREEMENT VARYING OR EXTENDING THE FOREGOING WARRANTIES, REMEDIES, OR THIS LIMITATION WILL BE BINDING UPON HEAT-FLO, LLC. UNLESS IN WRITING AND SIGNED BY A DULY AUTHORIZED OFFICER OF HEAT-FLO, LLC.

THE WARRANTY STATED HEREIN IS NOT TRANSFERABLE AND SHALL BE FOR THE BENEFIT OF THE ORIGINAL CONSUMER PURCHASER OF A TANK ONLY. THE WARRANTY IS LIMITED TO ONE REPLACEMENT PER SITE.

These warranties give you specific legal rights, and you may also have other rights which may vary from state to state. Some states do not allow the exclusion or limitation of incidental or consequential damages so this limitation or exclusion may not apply to you.

These are the only written warranties applicable to tanks manufactured and sold by Heat-flo, LLC. Heat-flo, LLC. neither assumes nor authorizes anyone to assume for it any other obligation or liability in connection with said tanks.

SERVICE REQUESTS

FOR SERVICE UNDER THESE WARRANTIES CONTACT HEAT-FLO, LLC., AT THIS ADDRESS:

Heat-flo, LLC., P.O. Box 612, Uxbridge, MA 01569 USA

At the time a claim is filed the original consumer purchaser must present a copy of the original sales receipt, and a deed, utility bill, or equivalent document evidencing both ownership of the tank and installation in the dwelling or commercial property owned by the original consumer purchaser. With regard to claims made by original consumer purchasers of tanks used in commercial settings as that term is defined herein, in no event shall notification of a service request be received later than five years from the date of purchase.

The obligations under this warranty apply only to tank installations where the warranty registration card has been completed by the owner of the site of the original installation and received by Heat-flo in accordance with the terms and conditions herein set out and Heat-flo has been notified of the alleged defect or deficiency within forty-eight (48) hours from the occurrence or discovery of the alleged defect or deficiency.

Heat-flo, LLC. reserves the right to change specifications or discontinue models without notice.