Weil-McLain® Branded Indirect Fired Water Heater
Aqua Plus® Model

Limited Warranty for Commercial Use


To learn how to properly care for and maintain your Product, please review the printed information provided with your Product. You can also obtain this information at www.weil-mclain.com.

A. What Does This Limited Warranty Cover?
This Limited Warranty for Commercial Use covers any defects in material and workmanship in your Weil-McLain branded Indirect Fired Aqua Plus Model Water Heater (the “Product”).

B. How Long Does The Coverage Last?
There are two separate coverage periods under this Limited Warranty: (1) the Tank Assembly Limited Warranty Period, and (2) the Parts Limited Warranty Period. The Tank Assembly Limited Warranty Period runs for seven years from the date your Product was installed. The Parts Limited Warranty Period runs for one year from the date your Product was installed and applies to all parts of your Product except the tank assembly.

<table>
<thead>
<tr>
<th>Item</th>
<th>Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tank Assembly</td>
<td>7 years</td>
</tr>
<tr>
<td>All Other Parts</td>
<td>1 year</td>
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C. Who Can Make Claims Under This Limited Warranty?
This Limited Warranty is available to you if you are the original retail purchaser or a subsequent owner and the Product has been used at any time for business purposes. A Product used at all times solely for personal, family, or household purposes is covered by the Limited Warranty for Residential Use for the Weil-McLain branded Indirect Fired Aqua Plus Model Water Heater.

D. What Will We Do To Correct Problems?
If we determine during the Tank Assembly Limited Warranty Period that the tank assembly is defective in material or workmanship, then we will provide a replacement tank assembly. If we determine during the Parts Limited Warranty Period that any part other than the tank assembly is defective in material or workmanship, then we will provide a replacement part.

We will provide replacement tank assemblies and other parts free of charge. We will furnish replacement tank assemblies from the closest comparable water heater model available from the Weil-McLain brand of products at the time of the replacement.

If we provide a replacement tank assembly, then that replacement tank assembly will be covered under this Limited Warranty for the time remaining in the original Tank Assembly Limited Warranty Period. If we provide a replacement for any part other than the tank assembly, then that replacement part will be covered under this Limited Warranty for the time remaining in the original Parts Limited Warranty Period.

E. What Will We Not Do To Correct Problems?
We will not pay for the labor to remove any tank assembly or other part that is the subject of your warranty claim or to install replacements provided under this Limited Warranty. Additionally, we will not pay for the cost of any tools, repair materials, or travel necessary to perform the removal or installation.

F. What Is Not Covered Under This Limited Warranty?
(1) This Limited Warranty does not cover any components that are not supplied by us. Additionally, this Limited Warranty does not cover any Product:
(a) That has been moved from its original installation site;
(b) That has ever contained potable water with a chloride content higher than 100 ppm or with pH levels outside the limits of 7.0 – 8.0.
(c) Installed in an application that has ever included any type of water softener system not installed and maintained in accordance with manufacturer's instructions;
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(d) Not initially installed with a new temperature-pressure relief valve bearing the listing of the American Society of Mechanical Engineers; and
(e) Used at any time for non-potable application, including, without limitation, pool or processing heating.

(2) This Limited Warranty does not cover claims you make if the failure, malfunction, or unsatisfactory performance of, or damage to, your Product resulted from or is attributable to:
(a) Inaccurate or incomplete information or data supplied or approved by any party other than us;
(b) The failure to properly size the Product for its use;
(c) Installation not done in accordance with manufacturer’s instructions;
(d) Services provided by and workmanship of the installer of the Product;
(e) Components that are not supplied by us;
(f) Improper or negligent operation, adjustment, control settings, repair, care, or maintenance of the Products, or the failure to adjust, set the controls of, repair, care for, or maintain the Products;
(g) Operation with water conditions that have caused deterioration or unusual deposits on the heat exchanger coil;
(h) Freezing, accident, fire, flood, or other acts of God; abuse or misuse; unauthorized alteration; or power surges or failures;
(i) The failure to keep the tank full of potable water; to assure that water in the tank is free to circulate at all times; or to keep the tank free of water sediment or scale deposits; and
(j) Normal wear and tear.

OUR MAXIMUM LIABILITY SHALL NOT EXCEED THE ACTUAL PURCHASE PRICE PAID BY YOU FOR YOUR PRODUCT. IN NO EVENT SHALL WE BE RESPONSIBLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION DAMAGE TO OR LOSS OF OTHER PROPERTY), OR PUNITIVE DAMAGES, WHETHER SUCH CLAIM OR ACTION IS BASED ON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY. ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED IN THEIR ENTIRETY.

G. How Do You Make A Warranty Claim?
This warranty is provided by WM Technologies, LLC, with an office at 523 S New Street, Eden, North Carolina, 27288. If you believe you have a claim under this Limited Warranty, please contact a heating or plumbing contractor of your choice. Your contractor will perform a diagnosis and advise you as to whether you may have a claim covered by this Limited Warranty. If your contractor advises you that you may have a claim covered by this Limited Warranty, then the contractor will file the claim with us on your behalf. You must make all parts that are subject to a warranty claim available to your contractor for return to us. If you have questions about this process or the status of your claim, you may contact the Warranty Center, 523 S New Street, Eden, NC, 27288, or call 1-800-654-2109, or email wm.w@weil-mclain.com. In addition to the information provided here, you can find complete warranty details and procedures at www.weil-mclain.com.

H. How Can You Register Your Purchase?
Please register your purchase at www.weil-mclain.com. Registration is not required to activate your warranty, but you should retain proof of purchase and installation date.

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If you have any questions about your coverage under this Limited Warranty, please contact us using the contact information provided above.

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The terms “we”, “Us”, and/or “Our(s)” as used at all times and interchangeably in this document and for the purposes of any claims related to this Limited Warranty refers to WM Technologies, LLC, a Delaware Limited Liability Company having a place of business located at 523 S New Street, Eden, NC 27288.