# Limited Lifetime Warranty for Residential Use For Weil-McLain® Branded Indirect Fired Water Heater Aqua Plus® Model Starting with CP#7917218

Please register your purchase of this Product at <a href="www.weil-mclain.com">www.weil-mclain.com</a>.

Retain proof of purchase and installation date.

### A. What Does This Limited Warranty Cover?

This Limited Lifetime Warranty for Residential 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 Lifetime Warranty Period, and (2) the Parts Limited Warranty Period. The Tank Assembly Limited Lifetime Warranty Period begins on the date your Product was installed. The Parts Limited Warranty Period runs for two years from the date your Product was installed and applies to all parts of your Product except the tank assembly. If the Product is not registered, and the installation date is unknown, then we will use the date of manufacture as the start of the warranty period.

### C. Who Can Make Claims Under This Limited Warranty?

This Limited Warranty is available to you if you are the original retail purchaser of the Product and the Product has only been used for personal, family, or household purposes. Under the terms of this Limited Lifetime Warranty, Products "used for personal, family, or household purposes" is defined as any Products used in (1) any single-family dwelling or (2) a two-family owner-occupied solely residential building where the Product services the owner's residence. This limited warranty defines Products used in any other manner to be Products "used for business purposes." This Limited Warranty does not provide coverage to you if you use the Product at any time for business purposes. A Product used at any time for business purposes is covered by the Limited Warranty for Commercial Use for the Weil-McLain® Branded Indirect Fired Aqua Plus® Model Water Heater.

### D. What Will We Do To Correct Problems?

For the life of the product in accordance with the terms of this warranty, if we¹ determine during the Tank Assembly Limited Lifetime Warranty Period that the tank assembly is defective in material or workmanship, then we will provide a replacement tank assembly, subject to the payment of a charge calculated by multiplying the list price (defined as the price published in our Trade Price Schedule at the time of the warranty claim) for the replacement tank assembly at the time the warranty claim is made by the applicable percentage listed in the table below. The replacement tank assembly will be furnished with the nearest comparable model available from Weil-McLain® Branded family of products at the time of replacement. 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.

If we provide a replacement tank assembly, then that replacement tank assembly will be covered under this Limited Lifetime Warranty for the time remaining in the original Tank Assembly Limited Lifetime 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.

Item	Year	Percentage
Tank Assembly	1-5	0%
Tank Assembly	6-7	45%
Tank Assembly	8-9	50%
Tank Assembly	10-11	65%
Tank Assembly	12-13	70%
Tank Assembly	14-15	75%
Tank Assembly	Year 16 and on	90%
All Other Parts	2 Years	100%

#### 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.

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# 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;
  - (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 Lifetime 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 Product, or the failure to adjust, set the controls of, repair, care for, or maintain the Product;
  - (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. 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.

ALL IMPLIED WARRANTIES ARE LIMITED IN THEIR DURATION TO THE APPLICABLE WARRANTY PERIOD STATED ABOVE. ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED IN THEIR ENTIRETY AFTER EXPIRATION OF THEIR APPLICABLE WARRANTY PERIOD SET FORTH ABOVE. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

# G. How Do You Make A Warranty Claim?

This warranty is provided by WM Technologies LLC, with an office at 523 South New Street, Eden, North Carolina, 27288. If you believe you have a claim under this Limited Lifetime Warranty, your first step is to 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 Lifetime Warranty. If your contractor advises you that you may have a claim covered by this Limited Lifetime 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 at 523 S New Street, Eden, NC, 27288, or call 1-800-654-2109, or email <a href="wmw.weil-mclain.com">wmw.weil-mclain.com</a>. In addition to the information provided here, you can find complete warranty details and procedures at <a href="www.weil-mclain.com">www.weil-mclain.com</a>.

# H. How Can You Register Your Purchase?

Please register your purchase at <a href="www.weil-mclain.com">www.weil-mclain.com</a>. Registration is not required to activate your warranty, but you should retain proof of purchase and installation date.

### I. How Does State Law Relate To This Limited Warranty?

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

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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. 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 <a href="https://www.weil-mclain.com">www.weil-mclain.com</a>.

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