

Phoenix Combination Appliance Warranty

Phoenix Combination Appliance Twelve year warranty, to assure your complete satisfaction!

Heat Transfer Products, Inc. warrants each Phoenix Combination Appliance to be free from defects in material and workmanship according to the following terms, conditions and time periods.

COVERAGE

- A. Heat Transfer Products, Inc. warrants that it will repair or replace, at its option, any defective Phoenix Combination Appliance or malfunctioning component thereof during the first year after installation that is found to have failed due to manufacturer's defect. Heat Transfer Products, Inc. will **NOT** accept claims from the purchaser for labor costs incurred as a result of the repair, replacement, removal, or reinstallation of a Phoenix Combination Appliance or any component thereof. It is expressly agreed between Heat Transfer Products, Inc. and the purchaser that repair or replacement is the exclusive and sole remedy of the purchaser.
- B. During the second through seventh year after the date of installation, Heat Transfer Products, Inc. will repair or replace, at its option, without charge, any defective Phoenix Combination Appliance found to have failed due to a leaking heat exchanger, tank or brazed plate exchanger at a cost to the purchaser equal to the following percentages of the manufacturer's list price in effect at the date of replacement.

<u>Year of Claim</u>	<u>2 -7</u>	<u>8 & 9</u>	<u>10 & 11</u>	<u>12</u>
Percentage to be paid by purchaser	0 %	25 %	50 %	75 %

No other component of the Phoenix Combination Appliance will be replaced during this period. Heat Transfer Products, Inc. will **NOT** accept claims from the purchaser for labor costs incurred as a result of the repair, replacement, removal or reinstallation of a Phoenix Combination Appliance or any component thereof. It is expressly agreed between Heat Transfer Products, Inc. and the purchaser that repair or replacement is the exclusive and sole remedy of the purchaser.

- C. Should a defect or malfunction result in a leakage of water within the above-stated warranty periods due to defective material or workmanship, malfunction or failure to comply with the above warranty, such as defects or malfunctioning having been verified by an authorized Heat Transfer Products, Inc. representative, then Heat Transfer Products, Inc. will replace the defective or malfunctioning Phoenix Revolution with a replacement of the nearest comparable model available at the time of replacement.
- D. If Heat Transfer Products, Inc. is unable to repair or replace a Phoenix Combination Appliance so as to conform to this Warranty after a reasonable number of attempts, Heat Transfer Products, Inc. will then provide, at its option, either a replacement product or a full refund of the purchase price. These remedies are the purchaser's exclusive remedies for breach of warranty.
- E. If, at the time of a request for service, the purchaser cannot provide a copy of the original sales receipt, the warranty period for the Phoenix Combination Appliance shall then be deemed to have commenced thirty (30) days after the date of manufacture of the Phoenix Combination Appliance and **NOT** the date of installation of the Phoenix Combination Appliance.
- F. This warranty extends only to Phoenix Combination Appliance utilized in heating applications that have been properly installed based upon manufacturer's installation instructions.

PURCHASER'S RESPONSIBILITIES

The following are the purchaser's responsibilities:

1. To avoid the exclusions listed below in this warranty, it is recommended that the Phoenix Combination Appliance be maintained in accordance to the maintenance procedure listed in the owner's manual. Preventive maintenance can help to avoid any unnecessary breakdowns of your appliance and keep your appliance running at its optimum efficiency.
2. All related heating components must be maintained in good operating condition.
3. All lines must be checked to confirm that all condensate drains properly from the unit.

EXCLUSIONS

Heat Transfer Products, Inc. does not warrant:

1. All labor charges incurred by any person in connection with the examination, replacement of parts claimed by the purchaser to be defective.
2. Any failed components of the heat system not manufactured by Heat Transfer Products, Inc., as part of the Phoenix Combination Appliance.

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3. Phoenix Combination Appliance repaired or altered without prior written approval of Heat Transfer Products, Inc. so as to affect adversely their reliability.
4. Any damage, defects or malfunctions resulting from improper maintenance, misuse, abuse, accident, negligence, freezing and the like.
5. Any damage or failure resulting from hard water scale buildup on the tank heat exchanger tubes or Brazed Plate Exchanger or System Components.
6. Any damage or failure resulting from contaminated air, including, but not limited to, sheetrock particles, plasterboard particles, dirt or dust, being introduced into the Phoenix Combination Appliance or its components including, but not limited to, the inside tank heat exchanger tubes or Brazed Plate Exchanger.
7. Any damage or failure resulting from improper installation or failure to maintain and operate the Phoenix Combination Appliance in accordance with the printed instructions that accompany the unit.
8. Components of the Phoenix Combination Appliance that are not defective, but must be replaced during the warranty period as a result of reasonable wear and tear.
9. Components of the Phoenix Combination Appliance that are subject to warranties, if any, given by their manufacturers, Heat Transfer Products, Inc. do not adopt these warranties.
10. Malfunctions resulting from, or repairs necessitated by, uses of the Phoenix Combination Appliance for purposes other than that for which it was designed or resulting from flood, fire, wind, or lightning.
11. Any unit purchased from an unauthorized dealer or any online retailer.

PROCEDURES FOR WARRANTY SERVICE REQUESTS

At the time a claim is filed, the purchaser must present a copy of the original sales receipt. Contact the retailer from whom the Phoenix Combination Appliance was purchased. All alleged defective or malfunctioning parts must be returned to Heat Transfer Products, Inc., via trade channels and Heat Transfer Products, Inc., will, if all warranty conditions are satisfied, provide replacement parts to the retailer. If you have questions about the coverage of this warranty, please contact Heat Transfer Products, Inc., at the address listed below:

Heat Transfer Products, Inc.
P.O. Box 429
120 Braley Road
East Freetown, MA. 02717
Attention: Warranty Service Department
(800) 323-9651

SERVICE, LABOR AND SHIPPING COSTS

This Warranty does not extend to shipping charges, delivery expenses, or administrative fees incurred by the purchaser in repairing or replacing the Phoenix Combination Appliance. This Warranty does not extend to labor costs beyond the coverage specified in this Warranty document.

LIMITATIONS OF YOUR HEAT TRANSFER PRODUCTS, INC., WARRANTY AND

LIMITATIONS 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 A PARTICULAR PURPOSE AND ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN CONTRACT OR TORT, WHETHER OR NOT ARISING FROM HEAT TRANSFER PRODUCTS, INC.'S NEGLIGENCE, ACTUAL OR IMPUTED. THE REMEDIES OF THE PURCHASER SHALL BE LIMITED TO THOSE PROVIDED HEREIN TO THE EXCLUSION OF ANY OTHER REMEDIES INCLUDING WITHOUT LIMITATION, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SAID INCIDENTAL AND CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST PROFIT OR DAMAGES ALLEGED TO HAVE BEEN CAUSED BY ANY FAILURE OF HEAT TRANSFER PRODUCTS, INC. 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 TRANSFER PRODUCTS, INC. UNLESS IN WRITING AND SIGNED BY A DULY AUTHORIZED OFFICER OF HEAT TRANSFER PRODUCTS, INC. THE WARRANTIES STATED HEREIN ARE NOT TRANSFERABLE AND SHALL BE FOR THE BENEFIT OF THE ORIGINAL PURCHASER OF A PHOENIX REVOLUTION ONLY.

Your Heat Transfer Warranty gives you specific legal rights, and you may also have other rights that 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 Phoenix Combination Appliance manufactured and sold by Heat Transfer Products, Inc. Heat Transfer Products, Inc. neither assumes nor authorizes anyone to assume for it any other obligation or liability in connection with said Phoenix Combination Appliance.

Heat Transfer Products, Inc. reserves the right to change specifications or discontinue models without notice.