



## Phoenix<sup>®</sup> Gas Water Heater and Solar Gas Water Heater Limited Extended Warranty

For Commercial Use ONLY

### THIS WARRANTY SUPERCEDES THE ORIGINAL WARRANTY SUPPLIED WITH THE WATER HEATER

HTP warrants each Phoenix<sup>®</sup> commercial water heater to be free from defects in materials and workmanship according to the following terms, conditions, and time periods. The replacement water heater will be warranted for the unexpired portion of the extended warranty period of the original water heater. **UNLESS OTHERWISE NOTED THESE WARRANTIES COMMENCE ON THE DATE OF INSTALLATION.** This limited extended warranty is only available to the **original owner** of the Phoenix<sup>®</sup> commercial water heater, and is non-transferable.

#### Residential Use Definition

Water heaters used in a “commercial” setting shall mean usage in anything other than a single family dwelling, or usage in a multiple family dwelling where the water heater services only one (1) dwelling within the multiple family dwelling.

#### Commercial Use Definition and Limited Extended Warranty (1 year – Parts, 5 years – Tank)

Water heaters used in a commercial setting shall mean any usage not falling within the definition of a “residential” setting.

#### COVERAGE

- A. 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, HTP will replace the defective or malfunctioning water heater with a replacement of the nearest comparable model available at the time of replacement.
- B. If HTP is unable to repair or replace the water heater so as to conform to this warranty after a reasonable number of attempts, HTP will then provide, at its option, a replacement unit. These remedies are the purchaser’s exclusive remedies for breach of warranty.
- C. If government regulations, industry certification, or similar standards require the replacement water heater or part(s) to have features not found in the defective water heater or part(s), you will be charged for the difference in price represented by those required features. If you pay the price difference for those required features and/or to upgrade the size and/or other features available on a new replacement water heater or part(s), you will also receive a complete new limited warranty for that replacement water heater or part(s).
- D. If at the time of a request for service the purchaser cannot provide a copy of the extended warranty sales receipt or the extended warranty registration, and a copy of the original installation receipt, the limited extended warranty will be void.
- E. This warranty extends only to Phoenix<sup>®</sup> Gas Water Heaters or Solar Gas Water Heaters utilized in commercial heating applications that have been properly installed by qualified professionals based upon manufacturer’s installation instructions.

#### OWNER RESPONSIBILITIES

To avoid the exclusion list in this warranty, the owner or installer must:

1. Maintain the water heater in accordance with the maintenance procedure listed in the manufacturer’s provided instructions. Preventive maintenance can help avoid any unnecessary breakdown of your water heater and keep it running at optimum efficiency.
2. Maintain all related heating components in good operating condition.
3. Check all condensate lines to confirm that all condensate drains properly from the water heater.
4. Keep the water heater free of damaging scale deposits.
5. Make provisions so if the appliance or any component part or connection thereto should leak, the resulting flow of water will not cause damage to the area in which it is installed.
6. Operate the water heater as pressures below those shown on the rating plate and on the pressure relief valve.
7. Have a vacuum relief valve and temperature and pressure relief valve bearing the listing marks of the American Society of Mechanical Engineers (ASME) installed with the storage tank assembly in accordance with federal, state, and local codes.

#### WARRANTY EXCLUSIONS

This limited extended warranty will not cover:

1. Any water heater utilized in a residential application. See above for Residential Use definition.
2. Any water heater purchased from an unauthorized dealer or online retailer.
3. Any water heater not installed by a qualified heating installer/service technician.
4. Service trips to teach you how to install, use, maintain, or to bring the water heater installation into compliance with local building codes and regulations.
5. Failure to locate the water heater in an area where leakage of the tank or water line connections and the combination temperature and pressure relief valve will not result in damage to the area adjacent to the water heater or lower floors of the structure.
6. Any failed components of the heat system not manufactured by HTP as part of the water heater.
7. Water heaters repaired or altered without the prior written approval of HTP.
8. Damages, malfunctions, or failures resulting from failure to install the water heater in accordance with applicable building

codes/ordinances or good plumbing and electrical trade practices.

9. Damages, malfunctions, or failures resulting from improper installation, or failure to operate and maintain the water heater in accordance with the manufacturer's provided instructions.

10. Failure or performance problems caused by improper sizing of the water heater, expansion device, piping, or the gas supply line, the venting connection, combustion air openings, electric service voltage, wiring or fusing.

11. Damages, malfunctions, or failures caused by improper conversion from natural gas to LP gas or LP gas to natural gas.

12. Damages, malfunctions, or failures caused by operating the water heater with modified, altered, or unapproved parts.

13. Damages, malfunctions, or failures caused by abuse, accident, fire, flood, freeze, lightning, acts of God and the like.

14. Tank failures (leaks) caused by operating the water heater in a corrosive or contaminated atmosphere.

15. Damages, malfunctions, or failures caused by operating the water heater with an empty or partially empty tank ("dry firing"), or failures caused by operating the water heater when it is not supplied with potable water, free to circulate at all times.

16. Failure of the heater due to the accumulation of solid materials and lime deposits.

17. Components of the water heater that are not defective, but must be replaced during the warranty period as a result of reasonable wear and tear.

18. Damages, malfunctions, or failures caused by subjecting the tank to pressures or firing rates greater than those shown on the rating label.

19. Damages, malfunctions, or failures resulting from the use of any attachment(s) not supplied by HTP.

20. Water heaters installed outside the fifty states (and the District of Columbia) of the United States of America.

21. Water heaters moved from the original installation location.

22. Water heaters that have had their rating labels removed.

#### **PROCEDURES FOR WARRANTY SERVICE REQUESTS**

Any claim for warranty assistance must be made promptly. Determine if the water heater is "in-warranty" (that is, within the limited extended warranty period) by reviewing a copy of the limited extended warranty sales receipt and a copy of the original installation receipt. You must present a copy of the limited extended warranty sales receipt and a copy of the original installation receipt for a warranty service request.

If your water heater is "in-warranty", contact the retailer from whom the water heater was purchased (or the installer) for assistance. Be prepared to provide the retailer or installer with a copy of your limited extended warranty receipt, a copy of the original installation receipt, complete model and serial numbers, and the date of installation of your water heater, in addition to explanation of your water heater problem.

Warranty coverage is subject to validation of "in-warranty" coverage by HTP claims department personnel. All alleged defective or malfunctioning water heaters must be returned to HTP via the **local distribution channels** where original purchase was made. **NOTE: Any heaters returned to HTP for warranty analysis will become the property of HTP and will not be returned, even if credit is denied.** If all warranty conditions are satisfied, HTP will provide a replacement water heater to the retailer.

If you have questions about the coverage of this warranty, please contact HTP at the address or phone number stated below:

**HTP P.O. Box 429 120 Braley Road East Freetown, MA. 02717 Attention: Warranty Service Department  
1(800) 323-9651**

#### **SERVICE, LABOR AND SHIPPING COSTS**

This limited warranty does not extend to any shipping charges, delivery expenses, or administrative fees incurred by the purchaser in repairing or replacing the water heater. This warranty does not extend to labor costs beyond the coverage specified in this warranty document. All such expenses are your responsibility.

#### **LIMITATIONS OF YOUR HTP WARRANTY 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 HTP'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 HTP 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 HTP. UNLESS IN WRITING AND SIGNED BY A DULY AUTHORIZED OFFICER OF HTP. THE WARRANTIES STATED HEREIN ARE NOT TRANSFERABLE AND SHALL BE FOR THE BENEFIT OF THE ORIGINAL PURCHASER ONLY.**

#### **NO OTHER WARRANTIES**

Your HTP 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 the Phoenix® Gas Water Heater and Solar Gas Water Heater manufactured and sold by HTP. HTP neither assumes nor authorizes anyone to assume for it any other obligation or liability in connection with said Phoenix® Gas Water Heater and Solar Gas Water Heaters.

HTP reserves the right to change specifications or discontinue models without notice.