



## Everlast Stainless Steel Electric Water Heater

### Residential and Commercial Limited Warranty

HTP warrants each stainless steel electric water heater to be free from defects in materials and workmanship according to the following terms, conditions, and time periods. **UNLESS OTHERWISE NOTED THESE WARRANTIES COMMENCE ON THE DATE OF INSTALLATION.** This limited warranty is only available to the **original owner** of the water heater, and is non-transferable.

#### Residential Use Warranty (One (1) Year – Parts, Lifetime – Tank)

“Residential” setting shall mean water heater usage in a single family dwelling, or usage in a multiple family dwelling, provided that the water heater services only one (1) dwelling in which the original consumer purchaser resides on a **permanent basis and operating temperatures do not exceed 140°F.**

#### Commercial Use Warranty (One (1) year – Parts, Ten (10) years – Tank)

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

#### COVERAGE

A. During the first year after the original date of installation in the dwelling, HTP warrants that it will repair or replace, at its option, any defective or malfunctioning component of the stainless steel electric water heater with a component of equivalent size and current model. Replacement components will be warranted for ninety (90) days. It is expressly agreed between HTP and the original consumer purchaser that repair or replacement are the exclusive remedies of the original consumer purchaser.

B. 1. **Residential Use** - During the lifetime of the water heater, HTP will repair or replace, at its option, any water heater having a defect or malfunction that results in a water leak from the outside jacket or inner tank as a result of normal use and service with a water heater of equivalent size and current model. It is expressly agreed between HTP and the original consumer purchaser that repair or replacement are the exclusive remedies of the original consumer purchaser.

2. **Commercial Use** - During the second through tenth years after the original date of installation, HTP will repair or replace, at its option, any water heater having a defect or malfunction that results in a water leak from the outside jacket or inner tank as a result of normal use and service. **The replacement water heater will be warranted for only the unexpired portion of the original warranty.** It is expressly agreed between HTP and the original consumer purchaser that repair or replacement are the exclusive remedies of the original consumer purchaser.

C. 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 provide, at its option, a replacement product. These remedies are the consumer purchaser’s exclusive remedies for breach of warranty.

D. 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).

E. If at the time of a request for service the original consumer purchaser cannot provide a copy of the original sales receipt or the warranty card registration, the warranty period for the water heater shall then be the date of manufacture of the water heater and **NOT** the date of installation of the water heater.

F. This warranty extends only to water heaters utilized in 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. 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 water heater assembly in accordance with federal, state, and local codes.
2. Operate the water heater assembly at water pressures not exceeding the working pressure shown on the rating plate.
3. Keep the water heater free of damaging scale deposits.
4. Use the water heater in an open system, or in a closed system with a properly sized and installed thermal expansion tank.
5. Make provisions so if the water heater 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.

#### WARRANTY EXCLUSIONS

This limited warranty will not cover:

1. Any water heater purchased from an unauthorized dealer or online retailer.
2. Any water heater not installed by a qualified heating installer/service technician.
3. 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.
4. Failure to locate the water heater in an area where leakage of the tank or water line connections and the combination temperature and relief valve will not result in damage to the area adjacent to the water heater or lower floors of the structure.
5. Any failed components of the heat system not manufactured by HTP as part of the water heater.
6. Water heaters repaired or altered without the prior written approval of HTP.
7. 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.

8. Damages, malfunctions, or failures resulting from improper installation, failure to operate the water heater at pressures not exceeding the working pressure shown on the rating plate, or failure to operate and maintain the water heater in accordance with the manufacturer's provided instructions.
9. Damages, malfunctions, or failures caused by operating the water heater with modified, altered, or unapproved parts.
10. Failure to operate the water heater in an open system, or in a closed system with a properly sized and installed thermal expansion tank.
11. Failure or performance problems caused by improper sizing of the water heater, expansion device, or piping.
12. Damages, malfunctions, or failures caused by abuse, accident, fire, flood, freeze, lightning, acts of God and the like.
13. Failures (leaks) caused by operating the water heater in a corrosive or contaminated atmosphere.
14. Failure of the water heater due to the accumulation of solid materials, lime deposits, water quality contrary to the manufacturer's provided instructions. WATER CHEMISTRY REQUIREMENTS – Sodium less than 20mGL. Water pH between 6.0 and 8.0. Hardness less than 7 grains. Chlorine concentration less than 100 ppm.
15. Any damages, malfunctions, or failures resulting from the use of dielectric unions.
16. Production of noise, taste, odors, discoloration, or rusty water.
17. Damages, malfunctions, or failures caused by subjecting the tank to pressures greater than those on the rating label.
18. Water heaters installed outside the fifty states (and the District of Columbia) of the United States of America and Canada.
19. Water heaters moved from the original installation location.
20. Water heaters that have had their rating labels removed.
21. Water heaters replaced for cosmetic reasons.

#### **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 applicable warranty period) by reviewing a copy of the original sales receipt. You must present a copy of the original sales 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 original 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 parts must be returned to HTP via the **local distribution channels** where original purchase was made. **NOTE: Any parts or 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 replacement parts 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 or part(s). 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 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 water heaters.

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