

MODEL SUF-130-300NEA/PEA LIMITED WARRANTY

State Water Heaters, the warrantor, extends the following LIMITED WARRANTY to the owner of this water heater.

1. THE TANK

If the glass-lined tank in this water heater shall prove upon examination by the warrantor to have leaked due to natural corrosion from potable water therein, during the first THREE years after initial installation, the warrantor will supply a replacement tank less burner and controls or a complete new State water heater of equivalent size and current model at the warrantor's option. Some government agencies are requiring energy efficient standards for water heaters. In the event regulations prohibit sale of a model of equivalent size and construction, State will provide a model which complies with the regulations of your area., in which case the consumer will be charged the difference in price between the like replacement and the energy efficient model required. The warranty on the replacement water heater will be limited to the unexpired term of the original warranty.

2. ALL OTHER PARTS

If within ONE year after initial installation of this water heater, any part or portion shall prove upon examination by the warrantor to be defective in material or workmanship, the warrantor will repair or replace such part or portion at its option.

3. CONDITIONS AND EXCEPTIONS

This warranty shall apply only when the water heater is installed in accordance with local plumbing and building codes, ordinances and regulations, the printed instructions provided with it and good industry practices. In addition, a temperature and pressure relief valve, certified by CSA and approved by the American Society of Mechanical Engineers, must have been installed.

a. This warranty shall apply only when the heater is used:

- (1) at temperatures not exceeding the maximum setting of its thermostat;
- (2) at water pressure not exceeding the working pressure shown on the heater;
- (3) when operated free of the damaging effects of uncontrolled water hammer;
- (4) when filled with potable water, free to circulate at all times;
- (5) in a non-corrosive and non-contaminated atmosphere;
- (6) with factory approved anode(s) installed;
- (7) in the United States, its territories or possessions, and Canada;
- (8) sized in accordance with proper sizing techniques for commercial and/or residential water heaters;
- (9) bearing a rating plate which has not been altered, defaced or removed, except as required by the warrantor;
- (10) operated with properly installed dirt leg;
- (11) fired with the fuel for which it was factory built;
- (12) fired at the factory rated input;

b. Any accident to the boiler, any misuse, abuse (including freezing) or alteration of it, any operation of it in a modified form, or any attempt to repair tank leaks will void this warranty.

c. This warranty is void if a device acting as a backflow prevention device (check valves etc.) is installed in the cold water supply the heater is connected to, unless an effective method of controlling thermal expansion is also installed at the heater(s) and operational at all times. The relief valve installed on the heater is not an acceptable method.

d. This warranty shall be void and shall have no effect if the design or structure of the water heater is, or is attempted to be modified or altered in any way, including, but not limited to, by attaching non-company approved appliances or equipment.

4. SERVICE AND REPAIR EXPENSES

Under the limited warranty the warrantor will provide only a replacement water heater or part thereof. The owner is responsible for all other costs. Such costs may include but are not limited to:

- a. Labor charges for service removal, repair or reinstallation of the water heater or any component part;
- b. Shipping, delivery, handling, and administrative charges for forwarding the new heater or replacement part from the nearest distributor and returning the claimed defective heater or part to such distributor.
- c. All cost necessary or incidental for any material and/or permits required for installation of the replacement.

5. LIMITATIONS ON IMPLIED WARRANTIES

Implied warranties, including the warranty of merchantability imposed on the sale of this heater under state law are limited to one (1) year duration for the heater or any of its parts. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

6. CLAIM PROCEDURE

Any claim under the warranty should be initiated with the dealer who sold the boiler, or with any other dealer handling the warrantor's products. If this is not practicable, the owner should contact:

State Water Heaters
500 Tennessee Waltz Parkway
Ashland City, TN 37015

- a. The warrantor will only honor replacement with identical or similar water heater or parts thereof which are manufactured or distributed by the warrantor.
- b. Dealer replacements are made subject to in-warranty validation by warrantor.

7. DISCLAIMERS

NO OTHER EXPRESS WARRANTY HAS BEEN OR WILL BE MADE IN BEHALF OF THE WARRANTOR WITH RESPECT TO THE MERCHANTABILITY OF THE HEATER OR THE INSTALLATION, OPERATION, REPAIR OR REPLACEMENT OF THE BOILER. THE WARRANTOR SHALL NOT BE RESPONSIBLE FOR WATER DAMAGE, LOSS OF USE OF THE UNIT, INCONVENIENCE, LOSS OR DAMAGE TO PERSONAL PROPERTY OR OTHER CONSEQUENTIAL DAMAGE. THE WARRANTOR SHALL NOT BE LIABLE BY VIRTUE OF THIS WARRANTY OR OTHERWISE FOR DAMAGE TO ANY PERSONS OR PROPERTY, WHETHER DIRECT OR INDIRECT, AND WHETHER ARISING IN CONTRACT OR TORT.

- a. Some states do not allow the exclusion or limitation of the incidental or consequential damage, so the above limitations or exclusions may not apply to you.
- b. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Fill in the following for your own reference. Keep it. Registration is not a condition of warranty. The model and serial number are found on the heater's rating plate.

Model No. _____ Serial No. _____ Date Installed _____

Dealer's Name _____

Dealer's Address _____ Phone No. _____

City and State _____ Zip Code _____

KEEP THIS WARRANTY POSTED ADJACENT TO THE HEATER FOR FUTURE REFERENCE