



Advanced Heating and Hot Water Systems

P.O. Box 429 · 120 Braley Road · East Freetown, MA 02717 · 508-763-8071 · Fax: 508-763-3769

Pioneer™ / Versa-Flame™ Heating Appliance Limited Warranty

Twelve year warranty to assure your complete satisfaction.

HTP warrants each Heating Appliance to be free from defects in material and workmanship according to the following terms, conditions and time periods. **UNLESS OTHERWISE NOTED THESE WARRANTIES COMMENCE ON THE DATE OF INSTALLATION.**

COVERAGE

- A. HTP warrants that it will repair or replace, at its option, without charge, any defective Heating Appliance or malfunctioning component thereof that is found to have failed due to manufacturer's defect during the first year after installation. HTP will **NOT** accept claims from the purchaser for labor costs incurred as a result of the repair, replacement, removal, or reinstallation of a Heating Appliance or any component thereof. It is expressly agreed between HTP and the purchaser that repair or replacement are the remedies of the purchaser.
- B. During the second through seventh year after the date of installation, HTP will repair or replace, at its option, without charge, any defective Heating Appliance found to have failed due to leaking internal combustion heat exchanger or tank 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 Heating Appliance will be replaced during this period. HTP will **NOT** accept claims from the purchaser for labor costs incurred as a result of the repair, replacement, removal or reinstallation of a Heating Appliance or any component thereof. It is expressly agreed between HTP and the purchaser that repair or replacement are the exclusive remedies 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 HTP representative, then HTP will replace the defective or malfunctioning Heating Appliance with a replacement Heating Appliance of the nearest comparable model available at the time of replacement.
- D. If HTP is unable to repair or replace a Heating Appliance 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.
- E. If, at the time of a request for service the purchaser cannot provide a copy of the original sales receipt or the warranty card registration, the warranty period for the Heating Appliance shall then be deemed to have commenced thirty (30) days after the date of manufacture of the Heating Appliance and **NOT** the date of installation of the Heating Appliance.
- F. This warranty extends only to Heating Appliances utilized in closed loop heating applications that have been properly installed based upon the manufacturer's installation instructions.
- G. Replacement parts will be warranted for ninety (90) days.

OWNER'S RESPONSIBILITIES

The owner or installer must:

1. To avoid the exclusion list in this warranty, it is recommended that the appliance be maintained in accordance to the maintenance procedure listed in the installation manual. Preventive maintenance can help to avoid any unnecessary breakdown of your appliance and keep it running at 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.
4. Use the appliance in a closed system with a properly sized and installed thermal expansion tank.
5. Make provisions so if the appliance or any component part thereto should leak, the resulting flow of water will not cause damage to the area in which it is installed.
6. Operate the appliance at water pressures not exceeding the working pressure shown on the rating plate.

WARRANTY EXCLUSIONS

HTP does not warrant:

1. All labor charges incurred by any person in connection with the examination or replacement of parts claimed by the purchaser to be defective.
2. Any failed components of the heat system not manufactured by HTP as part of the appliance.
3. Appliances repaired or altered without prior written approval of HTP so as to adversely affect reliability.
4. Any damages, 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 the domestic brazed plate heat exchanger.
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 appliance or its components including, but not limited to, the outside tubes of the heat exchanger.
7. Damages, malfunctions, or failures resulting from failure to install the appliance in accordance with applicable building codes/ordinances or good plumbing and electrical trade practices, or with the printed instructions that accompany the unit.
8. Damages, malfunctions, or failures resulting from improper installation, failure to operate the appliance at pressures not exceeding the working

pressure shown on the rating plate, or failure to maintain and operate the appliance in accordance with the printed instructions that accompany the unit.

9. Damages, malfunctions, or failures caused by operating the water heater with modified, altered, or unapproved parts.
10. Failure to operate the appliance in a closed system with a properly sized expansion tank.
11. Failure or performance problems caused by improper sizing of the appliance, piping, expansion device, gas supply line, the venting connection, combustion air openings, electric service voltage, wiring, or fusing.
12. Any damage or failure resulting from improper water chemistry. 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.
13. Any damages, malfunctions, or failures resulting from the use of dielectric unions.
14. Components of the appliance that are not defective, but must be replaced during the warranty period as a result of reasonable wear and tear.
15. Components of the appliance that are subject to warranties, if any, given by their manufacturers, HTP does not adopt these warranties.
16. Malfunctions resulting from, or repairs necessitated by, flood, fire, wind, or lightning, or uses of the appliance for purposes other than that for which it was designed.
17. Any unit purchased from an unauthorized dealer or any online retailer.
18. Units installed outside the fifty states (and the District of Columbia) of the United States of America and Canada.

PROCEDURES FOR WARRANTY SERVICE REQUESTS

Any claim for warranty assistance must be made promptly. Determine if the appliance 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 appliance 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 appliance, in addition to explanation of your 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 appliances 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
(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 Heating Appliance. This warranty does not extend to labor costs beyond the coverage specified in this warranty document.

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 OF A PIONEER™ OR VERSA-FLAME™ 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 Heating Appliances manufactured and sold by HTP. HTP neither assumes nor authorizes anyone to assume for it any other obligation or liability in connection with said Heating Appliances.

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