



Advanced Heating and Hot Water Systems

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

Versa-Hydro™ Combined Hydronic Appliance Limited Warranty For Residential and Commercial Use

HTP warrants each Versa-Hydro™ Combined Hydronic Appliance to be free from defects in material and workmanship according to the following terms, conditions and time periods. The replacement Versa-Hydro™ will be warranted for the unexpired portion of the applicable warranty period of the original Versa-Hydro™. Replacement parts will be warranted for 90 days. **UNLESS OTHERWISE NOTED THESE WARRANTIES COMMENCE ON THE DATE OF INSTALLATION.** This limited warranty is only available to the **original owner** of the Versa-Hydro™, and is non-transferable.

Residential Use Warranty (1 year – Parts, 12 years – 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 domestic hot water operating temperatures do not exceed 140°F.**

Commercial Use 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. HTP warrants that it will repair or replace, at its option, any defective Versa-Hydro™ Combined Hydronic Appliance or malfunctioning component thereof that is found to have failed due to manufacturer’s defect during the first year after installation.
- B. **1. Residential Use** - During the second through seventh year after the date of installation, HTP will repair or replace, at its option, any defective Versa-Hydro™ found to have failed due to leaking heat exchanger, tank, or brazed plate exchanger.
- 2. Commercial Use** - During the second through fifth year after the date of installation, HTP will repair or replace, at its option, any defective Versa-Hydro™ found to have failed due to leaking heat exchanger, tank, or brazed plate exchanger.
- C. **Residential Use ONLY** - During the eighth through twelfth year after the date of installation, HTP will repair or replace, at its option, any defective Versa-Hydro™ found to have failed due to 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>8 & 9</u>	<u>10 & 11</u>	<u>12</u>
Percentage to be paid by purchaser	25 %	50 %	75 %

- No other component of the Versa-Hydro™ will be replaced during this period.
- D. 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 Versa-Hydro™ with a replacement Versa-Hydro™ of the nearest comparable model available at the time of replacement.
- E. If HTP is unable to repair or replace a Versa-Hydro™ so as to conform to this warranty after a reasonable number of attempts, HTP will then provide, at its option, a replacement product. These remedies are the purchaser’s exclusive remedies for breach of warranty.
- F. 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 Versa-Hydro™ shall then be deemed to have commenced thirty (30) days after the date of manufacture of the Versa-Hydro™ and **NOT** the date of installation of the Versa-Hydro™.
- G. This warranty extends only to Versa-Hydro™ Combined Hydronic Appliances utilized in heating applications that have been properly installed based upon manufacturer’s installation instructions.
- H. HTP will **NOT** accept claims from the purchaser for labor costs incurred as a result of the repair, replacement, removal, or reinstallation of a Versa-Hydro™ or any component thereof.
- I. It is expressly agreed between HTP and the purchaser that repair or replacement are the exclusive remedies of the purchaser.

OWNER RESPONSIBILITIES

- To avoid the exclusion list in this warranty, the owner or installer must:
1. Maintain the appliance and all related heating components in accordance with the maintenance procedures listed in the appliance manual. Preventive maintenance can help to avoid any unnecessary appliance breakdown and keep it running at optimum efficiency.
 2. Check condensate lines to confirm that all condensate drains properly from the unit.
 3. Keep the appliance free of damaging scale deposits.
 4. 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.
 5. Operate the appliance as pressures below those shown on the rating plate and on the pressure relief valve.
 6. 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.
 7. Use the appliance in an open system, or in a closed system with a properly sized and installed thermal expansion tank.

WARRANTY EXCLUSIONS

HTP does not warrant:

1. Service trips to teach how to install, use, or maintain this appliance, or to bring the installation into compliance with local building codes and regulations.
2. All labor charges incurred by any person in connection with the examination or replacement of parts claimed by the purchaser to be defective.
3. Any failed components of the heat system not manufactured by HTP as part of the appliance.
4. Appliances repaired or altered without prior written approval of HTP so as to affect adversely their reliability.
5. Damages, malfunctions, or failures resulting from improper installation (e.g. failure to install the water heater in accordance with applicable building codes/ordinances, or in accordance with good plumbing and electrical trade practices) or failure to maintain and operate the appliance in accordance with the printed instructions that accompany the unit.
6. Damages, malfunctions, failures or performance problems caused by improper sizing of the appliance, gas supply line, venting connection(s), combustion air openings, use of the heat pack for high temperature (over 160°F) applications, electric service voltage, wiring, fusing, or inadequately sized expansion device or piping.
7. Damages, malfunctions, or failures resulting from failure to operate the appliance at pressures not exceeding the working pressure shown on the rating plate.
8. Failure to operate the appliance in an open system, or in a closed system with a properly sized expansion tank.
9. Damages, malfunctions, or failures caused by operating the water heater with modified, altered, or unapproved parts.
10. Any damages, defects or malfunctions resulting from, or repairs necessitated by, improper installation or maintenance, misuse, abuse, accident, negligence, freezing, Acts of God (flood, fire, wind, lightning, etc.) and the like.
11. Damages, malfunctions, or failures caused by improper conversion from natural gas to LP gas or LP gas to natural gas.
12. Any damage or failure resulting from hard water scale buildup in the appliance (e.g. on the tank heat exchanger tubes or brazed plate exchanger).
13. Any damage or failure resulting from corrosive or 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 inside tank heat exchanger tubes or brazed plate exchanger.
14. Failure of the heater due to the accumulation of solid materials, lime deposits, or 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. Components of the appliance that are not defective, but must be replaced during the warranty period as a result of reasonable wear and tear.
17. Components of the appliance that are subject to warranties, if any, given by their manufacturers, HTP does not adopt these warranties.
18. Appliances moved from their original installation location.
19. Damages, malfunctions, or failures caused by subjecting appliances to pressures or firing rates greater than those specified on the rating label.
20. Appliances that have had their rating labels removed.
21. Any unit purchased from an unauthorized dealer or any online retailer.
22. 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 Versa-Hydro™ 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 Versa-Hydro™ 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 Versa-Hydro™, 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 Versa-Hydro™. 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 VERSA-HYDRO™ 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 Versa-Hydro™ manufactured and sold by HTP. HTP neither assumes nor authorizes anyone to assume for it any other obligation or liability in connection with said Versa-Hydro™ Combined Hydronic Appliances. HTP reserves the right to change specifications or discontinue models without notice.