

SUPERstor[™] ULTRA

INDIRECT FIRED WATER HEATER

Your Heat Transfer Products, Inc. Super Stor[™] Ultra indirect-fired water heater is protected by these Heat Transfer Products, Inc. warranties. These warranties are applicable to original consumer purchasers only.

WARRANTY COVERAGE FOR RESIDENTIAL USAGE

The warranties listed in this section shall apply to Heat Transfer Products, Inc. Super Stor[™] Ultra indirect-fired water heaters used in a residential setting by original consumer purchasers only. A "residential setting" as used herein shall mean usage in a single family dwelling in which the original consumer purchaser of the indirect-fired water heater resides on a **permanent basis**. "Residential setting" shall also mean usage in a multiple family dwelling providing that a Super Stor[™] Ultra indirect-fired water heater services only one (1) dwelling in a multiple family dwelling. The term "residential setting" shall not include any usage of the Super Stor[™] Ultra indirect-fired water heater above 150 degrees Fahrenheit.

Heat Transfer Products, Inc. warrants that it will repair or replace, at its option, without charge, any defective or malfunctioning component of the Super Stor[™] Ultra indirect-fired water heater during the first year after the original date of installation in the dwelling, it is expressly agreed between Heat Transfer Products, Inc. and the original consumer purchaser that repair or replacements are the exclusive and sole remedy of the original consumer purchaser.

During the remaining lifetime of the indirect-fired water heater, Heat Transfer Products, Inc. will repair or replace, at its option, without charge, any indirect-fired water heater having a defect or malfunction that results in a water leak from the outside jacket, inner tank, or heat exchanger as a result of normal use and service. It is expressly agreed that between Heat Transfer Products, Inc. and the original consumer purchaser that repair or replacement is the exclusive and sole remedy of the original consumer purchaser.

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 defect or malfunction having been verified by an authorized Heat Transfer Products, Inc. representative, then Heat Transfer Products, Inc. will replace the defective or malfunctioning indirect-fired water heater with a replacement indirect-fired water heater of the nearest compatible model available at the time of replacement.

If Heat Transfer Products, Inc. is unable to repair or replace an indirect-fired water heater so as to conform with this warranty, after a reasonable number of attempts, then Heat Transfer Products, Inc. will provide at its option, either a replacement product, or a full refund of the purchase price. These remedies are the consumer purchaser's exclusive remedies for breach of warranty.

If at the time of a request for service the original consumer purchaser can not provide a copy of the original sales receipt, deed, or equivalent document, then the warranty period for the indirect-fired water heater shall be ten (10) years from the date of manufacture of the indirect-fired water heater.

WARRANTY COVERAGE FOR COMMERCIAL USAGE

The warranties listed in this section shall apply to Heat Transfer Products, Inc. Super Stor[™] Ultra indirect-fired water heaters used in a commercial setting by original consumer purchasers only. A "commercial setting" as used herein shall mean any usage not falling within the above definition of a "residential setting". A Super Stor[™] Ultra indirect-fired water heater shall be deemed to be used in "commercial setting" if at any time it is operated at a temperature above 150 degrees Fahrenheit.

Heat Transfer Products, Inc. warrants that it will repair or replace, at its option, without charge, any defective or malfunctioning component of the indirect-fired water heater during the first year after the original date of delivery to the original consumer purchaser. It is expressly agreed between Heat Transfer Products, Inc. and the original consumer purchaser that repair or replacement is the exclusive and sole remedy of the original consumer purchaser.

During the second through seventh years after the original date of delivery to the original consumer purchaser, Heat Transfer Products, Inc. will repair or replace, at its option, without charge, any indirect-fired water heater having a defect or malfunction that results in a water leak from the outer jacket, inner tank, and heat exchanger as a result of normal use and service. It is expressly agreed between Heat Transfer Products, Inc. and the original consumer purchaser the repair or replacement is the exclusive and sole remedy of the original consumer purchaser.

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 defect or malfunction having been verified by an authorized Heat Transfer Products, Inc. representative, then Heat Transfer Products, Inc. will replace the defective or malfunctioning indirect-fired water heater with a replacement indirect-fired water heater of the nearest comparable model available at the time of replacement.

If Heat Transfer Products, Inc. is unable to repair or replace an indirect-fired water heater so as to conform with this Warranty after a reasonable number of attempts, then Heat Transfer Products, Inc. will provide, at its option, either a replacement product, or a full refund of the purchase price. These remedies are the exclusive remedies of the original consumer purchaser.

See reverse side for exclusions, limitations, remedies, and service request information.

WHAT IS NOT COVERED BY EITHER OF THESE WARRANTIES

Heat Transfer Products, Inc. does not warrant:

- 1.) Defects or malfunctions resulting from improper installation or failure to maintain and operate an indirect-fired water heater in accordance with the printed instructions which accompany Super Stor™ Ultra indirect-fired water heater.
- 2.) Defects or malfunctions resulting from consumer damage, such as: (A) improper maintenance. or (B) misuse, abuse, accident, or alteration.
- 3.) Defects or malfunctions on indirect-fired water heaters where the original serial number cannot be readily determined.
- 4.) Service calls not involving malfunction or defects in materials or workmanship, and the original consumer purchaser shall pay for such calls.
- 5.) Super Stor™ Ultra indirect-fired water heaters installed outside of the United States and Canada.
- 6.) Super Stor™ Ultra indirect-fired water heaters repaired or altered without prior written approval of Heat Transfer Products, Inc. so as to affect adversely their reliability.
- 7.) Components of an indirect-fired water heater which are not defective, but must be replaced during the warranty period as a result of reasonable wear and tear.
- 8.) Components of an indirect-fired water heater which are subject to warranties, if any, given by their manufacturers. Heat Transfer Products, Inc. does not adopt these warranties.
- 9.) Malfunctions resulting from, or repairs necessitated by, a failure to maintain an indirect-fired water heater free of water sediments or scale deposits.
- 10.) This warranty does not extend to labor costs, shipping charges, delivery expenses, or administrative fees incurred by the original household consumer purchaser in repairing or replacing an indirect-fired water heater. **Heat Transfer Products, Inc. will not accept claims for labor costs incurred by the original consumer purchaser in removing or reinstalling an indirect-fired water heater.**
- 11.) Malfunctions resulting from, or repairs necessitated by, uses of the indirect-fired water heater for purposes other than that for which it was designed, or resulting from flood, fire, wind, or lightning.

OWNER'S RESPONSIBILITIES

The owner or installer must:

- 1.) Have the storage tank assembly installed with a vacuum relief valve and temperature and pressure relief valve in accordance with local state and federal codes and ordinances bearing the listing marks of the American Society of Mechanical Engineers (A.S.M.E.)
- 2.) Operate the storage assembly at pressure below that shown on the rating plate on the pressure relief valve.
- 3.) Keep the storage tank free of damaging scale deposits.
- 4.) **Make provisions so if the storage tank or any component part or connection should leak, the resulting flow of water will not cause damage to the area in which it is installed. A water heater temperature and pressure relief valve should be piped to the nearest drain in order to avoid damage in the event the valve is activated.**

The warranty hereunder does not apply to defects resulting from:

- 1.) Freezing, excessive pressure or leaks at water connections or any other similar case.
- 2.) Failure of a component, control or component part other than a component part manufactured solely by Heat Transfer Products.
- 3.) Any cause similar to any of the above, not resulting solely due to defective material and/or workmanship.
- 4.) Condition resulting from exposure to foreign particles in the tank and exposure to chlorine content higher than 100 parts per million, or other corroding substances.

LIMITATION OF WARRANTIES 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 PARTICULAR PURPOSE, AND ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN CONTRACT OR TORT, WHETHER OR NOT ARISING FROM HEAT TRANSFER PRODUCTS, INC.'S NEGLIGENCE, ACTUAL OR IMPUTED.

THE REMEDIES OF THE ORIGINAL CONSUMER PURCHASER SHALL BE LIMITED TO THOSE PROVIDED HEREIN TO THE EXCLUSION OF ANY OTHER REMEDIES INCLUDING WITHOUT LIMITATION, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST PROFIT, OR DAMAGES ALLEGED TO HAVE BEEN CAUSED BY ANY FAILURE OF HEAT TRANSFER PRODUCTS, INC., 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 HEAT TRANSFER PRODUCTS, INC. UNLESS IN WRITING AND SIGNED BY A DULY AUTHORIZED OFFICER OF HEAT TRANSFER PRODUCTS, INC.

THE WARRANTY STATED HEREIN IS NOT TRANSFERABLE AND SHALL BE FOR THE BENEFIT OF THE ORIGINAL CONSUMER PURCHASER OF A SUPER STOR™ ULTRA INDIRECT-FIRED WATER HEATER ONLY.

These warranties give you specific legal rights, and you may also have other rights which 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 Super Stor™ Ultra indirect-fired water heaters manufactured and sold by Heat Transfer Products, Inc. Heat Transfer Products, Inc. neither assumes nor authorizes anyone to assume for it any other obligation or liability in connection with said Super Stor™ Ultra™ indirect-fired water heaters.

SERVICE REQUESTS

FOR SERVICE UNDER THESE WARRANTIES contact Heat Transfer Products, Inc. at this address:

Heat Transfer Products, P.O. Box 429, 120 Braley Road, East Freetown, MA 02717

At this time a claim is filed the original consumer purchaser must present a copy of the original sales receipt, deed, or equivalent document evidencing both ownership of the Super Stor™ Ultra indirect-fired water heater and installation in the dwelling or commercial property owned by the original consumer purchaser. With regard to claims made by original consumer purchasers of Super Stor™ Ultra indirect-fired water heaters used in commercial settings as that term is defined herein, in no event shall notification of a service request be received later than five years and one month from the date of purchase.

Heat Transfer Products, Inc. reserves the right to change specifications or discontinue models without notice.
