

19 LIMITED WARRANTY FOR BOSCH THERM AND GREENTHERM TANKLESS WATER HEATERS

MODELS COVERED

This limited warranty is provided by Bosch Thermotechnology Corp. (BTC) and covers C1210ES, C1050ES, C950ES, 940ESO, 940ES, 830ES models (hereinafter referred to as "Water Heater"). This warranty is provided as long as the Water Heater remains in the possession of the original purchaser and installed at its original place of installation.

WARRANTY COVERAGE

HEAT EXCHANGER -Limited Warranty

BTC warrants that the heat exchanger will remain free of leaks for Fifteen (15) years from the date of original installation provided that the heat exchanger is properly maintained by a qualified heating contractor and the other conditions of this warranty are met. If during this time a leak occurs and BTC determines that this leak is the result of a defect in workmanship or materials, BTC, will replace the heat exchanger. However, if the Water Heater is used within an approved hot water recirculation system and supplied with circulated water, the heat exchanger warranty is limited to three (3) years from the date of original installation. If the Water Heater is installed in other than a single family dwelling, the heat exchanger warranty is limited to five (5) years from date of original installation.

OTHER WATER HEATER PARTS

If any other part fails with five (5) years after original installation, BTC will furnish a replacement part free of charge. The Water Heater may be delivered with components not manufactured by BTC ("Other Components"). Other Components are warranted by their manufacturer. BTC also will warrant the Other Components to be free from defects in workmanship and material for one year from the date of installation, provided they are installed and properly maintained by a qualified heating contractor and the other conditions of this warranty are met. If a defect exists in the Other Components, BTC will repair or replace them, if BTC determines that a defect in workmanship or materials exists.

SERVICE LABOR COSTS

This warranty provides labor costs, at BTC approved rates, for one (1) year from the date of original installation, provided it is installed and properly maintained by a qualified heating contractor and the other conditions of this warranty are met.

ITEMS NOT COVERED

This limited warranty does not cover the following circumstances: 1. Components or parts not provided by BTC. 2. Serviceable items and normal maintenance as required per the Installation Manual. 3. The workmanship of any installer. BTC disclaims and does not assume any liability of any nature for unsatisfactory performance caused by improper installation, repair or maintenance. 4. Any labor or material costs for removal, reinstallation, repair and replacement of the defective component or part unless otherwise provided above. 5. Transportation to BTC, if necessary. 6. Damage caused by operation of the Water Heater in a corrosive atmosphere, scale deposits and/or highly mineralized or unsoftened water supply, electrical failures, flooding, or acts of God. 7. Any Water Heater that has a failure of malfunction resulting from operation with either the flame sensor rod or overheat sensor removed. 8. Damage caused by any attachment or modification to the Water Heater, including any energy-saving device. 9. Damage caused by operation of the Water Heater at water temperatures exceeding the maximum rating, or if the water is not supplied with potable water. 10. Shipping charges, delivery expenses or administrative fees incurred by the purchaser in repairing or replacing the Water Heater.

CONDITIONS OF WARRANTY

The warranty herein is void under the following circumstances: 1. Failure or malfunction resulting from improper or negligent operation, accident, abuse, freezing, misuse, unauthorized alteration or improper installation, repair or maintenance. See the Installation Manual for installation and maintenance information. 2. Any Water Heater that is operated without a flame sensor rod or overheat sensor. 3. Any Water Heater that is used or operated in a corrosive atmosphere or at water temperatures exceeding the maximum rating, or if the Water Heater is not supplied with potable water. 4. Work performed without prior authorization or approval and without authorization/requisition number and without proper documentation verifying compliance with above terms.

LIMITED WARRANTY

OTHER THAN THE OBLIGATIONS OF BTC EXPRESSLY SET FORTH HEREIN, BTC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BTC'S SOLE OBLIGATION WITH RESPECT TO THE WATER HEATER AND PURCHASER'S EXCLUSIVE REMEDIES ARE SET FORTH IN THE FOREGOING LIMITED WARRANTY. BTC SHALL NOT BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES INCLUDING, WITHOUT LIMITATION, INJURY OR DAMAGE TO PERSONS OR PROPERTY OR DAMAGES FOR LOSS OF USE, LOST PROFITS, INCONVENIENCE OR LOSS OF TIME. NOTE THAT ANY REPAIRED OR REPLACED PRODUCT WILL BE WARRANTED FOR ONLY THE UNEXPIRED TERM OF THE ORIGINAL WARRANTY. Some states do not allow the exclusion of limitation of damages, or limitations on how long an implied warranty lasts, so the above limitations and exclusions may not apply to you.

WARRANTY CLAIMS PROCESS

If you have a warranty claim you should notify the heating contractor who installed your Water Heater and ask that the contractor notify the distributor from whom the contractor purchased the Water Heater. If this action is not possible or you don't receive a response, contact Bosch Thermotechnology Corp., 50 Wentworth Avenue, Londonderry, NH 03053. To process your claim, you will need a copy of your original invoice or other proof of purchase and documentation showing the original installation date and location. The alleged defective components or parts must be returned to BTC in accordance with BTC procedure then in force for handling goods returned for the purpose of inspection to determine cause of failure (contact BTC if you have questions regarding the return process). If BTC determines that the returned components and/or parts are defective and that this warranty applies, BTC will furnish the repaired or replacement components and/or parts to an authorized BTC distributor who, in turn, will forward the components and/or parts to the heating contractor who installed your Water Heater.