

LIMITED WARRANTY

Aquastar

GENERAL

Controlled Energy Corporation (CEC) will furnish a replacement heat exchanger and will furnish a replacement of any other part, which fails in normal use and service within the applicable periods specified below, in accordance with the terms of this warranty. The CEC replacement will be warranted for the unexpired portion of the original warranty. This warranty will be valid only for water heaters in the possession of the original consumer purchaser as recorded on the warranty card.

THE HEAT EXCHANGER

If the Heat Exchanger fails within FIFTEEN (15) years after a Professional installation and operation, TEN (10) years when not professionally installed. CEC will furnish a replacement heat exchanger. However, if the water heater is installed in other than a single family dwelling, or is used as a circulating heater in any application, this HEAT EXCHANGER warranty is limited to TWO (2) years from date of original installation and operation.

ALL OTHER PARTS

If any other part fails within two (2) years after original installation or operation (one year with commercial and recirculation applications), CEC will replace the part free of charge. Batteries are not covered by any warranty.

SHIPPING COSTS

In addition to supplying the replacement part(s), CEC will pay transportation costs for these parts to a convenient delivery point near you selected by CEC, such as a local AQUASTAR dealer or distributor.

SERVICE LABOR COSTS

This warranty does not cover any labor costs associated with service, removal or re-installation of the part(s). All such costs must be borne by you, the purchaser.

EXCEPTIONS

This warranty will not apply:

- 1) to defects or malfunctions resulting from failure to properly install, operate or maintain the unit in accordance with the printed instructions provided;
- 2) to damage from abuse, accident, neglect, or freezing and other acts of nature;
- 3) to damage resulting from operation with either the thermocouple or overheat sensor removed;
- 4) TO FAILURES OF THE HEAT EXCHANGER RESULTING FROM THE OPERATION OF THE WATER HEATER IN A CORROSIVE ATMOSPHERE OR A WATER TEMPERATURES EXCEEDING THE MAXIMUM RATING, OR IF THE WATER HEATER IS NOT SUPPLIED WITH POTABLE WATER;

- 5) to defects or damaged caused by any attachment or modification, including any energy saving device.

NOTE: THE WATER HEATER MUST BE FREE OF DAMAGING SCALE DEPOSITS AND NOT SUBJECT TO GAS PRESSURES GREATER THAN THOSE SHOWN ON THE RATING PLATE, WHICH MUST NOT BE ALTERED, DEFACED OR REMOVED.

HOW TO MAKE A CLAIM

Any claim for warranty service should be made to your local dealer or distributor, or to CEC. If to CEC, please contact the Service Department:

Controlled Energy Corporation
340 Mad River Park
Waitsfield, Vt. 05673
Phone 800-642-3111
Email: techsupport@controlledenergy.com

In most cases, the dealer or distributor will be able to promptly honor your claim and notify CEC subsequently. However, ALL REPLACEMENTS ARE MADE SUBJECT TO VALIDATION BY CEC OF IN WARRANTY COVERAGE. The damaged or defective item must be made available in exchange for the replacement.

MISCELLANEOUS

No one is authorized to make any other warranties on behalf of CEC. IT IS EXPRESSLY UNDERSTOOD THAT THE REPLACEMENT WARRANTY OF CEC SHALL BE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, AND FURTHER THAT CEC SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE DIRECTLY OR INDIRECTLY ARISING FROM THE USE OR THE WATER HEATER, OR FOR ANY CONSEQUENTIAL DAMAGES ARISING FROM SUCH USE (INCLUDING DAMAGES FROM WATER LEAKAGE). CEC's sole liability with respect to any defect shall be for the replacement of the defective part(s). Some states do not allow such limitations and exclusions, so the above may not apply to you.

These warranties give specific legal rights. You may also have other rights, which vary from state to state. Please fill out and mail the enclosed WARRANTY CERTIFICATE within THIRTY (30) days after the installation. In the event warranty service is required, reasonable proof of the effective date of installation and operation must be provided; otherwise, it may not be possible to honor this warranty.