

# Limited Lifetime Warranty for Buderus Domestic Hot Water Tank Installed in a Residential Application

Subject to the terms and conditions set forth below, Bosch Thermotechnology Corporation, Londonderry, New Hampshire ("BTC") hereby extends the following limited warranties to the original residential purchaser of its Hot Water Tanks.

## Limited Warranty for Buderus Hot Water Tanks

BTC warrants to the original residential retail purchaser of a Buderus TANK that the heat exchanger and tank assembly which constitute part of the TANK shall remain free of leaks during proper use at the original installation site of the TANK, provided proper and regular maintenance is carried out by a qualified heating contractor and provided, further, that the other conditions of this warranty are satisfied. This warranty extends only to the first residential retail purchaser of the TANK and only while the TANK is owned by that purchaser and remains at its original installation site. Change in ownership or relocation of the heat exchanger or tank shall forthwith terminate this warranty without further notice. Provided that this warranty has not otherwise been terminated, voided or reduced, if BTC determines that a leak in a qualifying heat exchanger and/or tank assembly is the result of a defect in workmanship or materials, BTC will replace the defective heat exchanger and/or tank assembly as it finds necessary in accordance with BTC then applicable warranty service procedures.

## General Terms and Conditions

This warranty is subject to the conditions that the TANK must have been installed, maintained and repaired by a heating contractor whose principal occupation is the sale and installation of plumbing, heating and/or, air conditioning equipment and that installation, maintenance and repair were performed in accordance with Buderus installation and engineering manuals. Annual maintenance (including changing the anode rod) and inspections are a requirement of this warranty. Written proof of annual inspection and maintenance are required as a condition of this warranty. This warranty extends only to the first residential purchaser of the TANK and only while the TANK is owned by that purchaser and remains at its original installation site in the United States or Canada. Change in ownership or relocation of the TANK shall terminate this warranty without further notice.

## First through eighth years

If, during the first through eighth years from the date of installation of a TANK, a leak in the heat exchanger or tank assembly should occur, and if BTC determines that the leak is the result of a defect in workmanship or materials, the warranty shall apply on the terms and conditions set forth above and BTC will replace the defective heat exchanger and/or tank assembly with the nearest comparable model available from Buderus at the time of such replacement.

## Ninth year and beyond

If, during the ninth year from the date of installation of a TANK and thereafter, a leak in the heat exchanger or tank assembly should occur, and if BTC determines that the leak is the result of a defect in workmanship or materials, BTC, subject to the terms and conditions set forth above, will provide replacement for the defective heat exchanger and/or tank assembly upon the payment of a proportional charge based upon the time the TANK has been in service. Replacement will be made with the nearest comparable model available from BTC at the time of such replacement. The proportional charge will be equal to the appropriate percentage of the current list price of such TANK (or the then nearest comparable Buderus model) at the time the warranty claim is made and will be determined as follows: 9th through 10th year - 60%; 11th through 12th year - 65%; 13th through 14th year - 70%; 15th year and beyond - 75%.

## This warranty does not cover:

1. TANK installed in buildings other than one or two family dwelling units, unless they are buildings with individual TANKS for each dwelling unit.
2. Components or parts that are part of the domestic hot water system but were not provided by BTC as a part of the TANK.
3. The workmanship of any installer. BTC disclaims and does not assume any liability of any nature for unsatisfactory performance caused by improper installation.
4. Any costs for labor for removal and reinstallation of the alleged defective component or part, transportation to BTC, if necessary, and any materials necessary to perform the repair or replacement.
5. Any TANK that did not have installed a new temperature-pressure relief valve at the time of installation.
6. Any TANK that has a failure or malfunction resulting from failure to keep the TANK full of potable water, failure to assure that water in the TANK is free to circulate at all times, failure to keep the TANK free of water sediment or scale deposits or failure to inspect the anode rods at intervals of not more than two years.
7. Any Residential TANK that is installed where polybutylene pipe without an oxygen barrier is used.
8. Any TANK in which the water condition does not achieve and maintain the required water specifications of a minimum of two (2) grains of hardness.
9. Any TANK that is used for a non-potable application such as pool or process heating.
10. Damage to the TANK or any of its original components or parts caused by excessive temperatures or pressures, fuel or gas explosion, electrochemical reaction, water and air impurities, electrical failures, riots, insurrection or acts of God.
11. Any TANK that has a failure or malfunction resulting from improper or negligent operation, accident, abuse, freezing, misuse, unauthorized alteration or improper repair or maintenance.

IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY SHALL BE LIMITED TO THE DURATION OF THE EXPRESS WARRANTY SET FORTH ABOVE. WITH THE EXCEPTION OF ANY WARRANTIES IMPLIED BY STATE LAW, AS HEREBY LIMITED, THE FOREGOING EXPRESS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, GUARANTIES, AGREEMENTS, AND SIMILAR OBLIGATIONS OF BTC WITH RESPECT TO THE REPAIR OR REPLACEMENT OF THE TANK OR ANY COMPONENT OR PART OF THE TANK ITSELF. BTC EXPRESSLY DISCLAIMS AND EXCLUDES ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES OF ANY KIND FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, INJURY OR DAMAGE TO PERSONS OR PROPERTY OR DAMAGES FOR LOSS OF USE, INCONVENIENCE OR LOSS OF TIME. BTC NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR BTC ANY LIABILITY OTHER THAN THE LIMITED LIABILITY SET FORTH HEREIN.

*Some states do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long an implied warranty lasts, so the above limitations and exclusions may not apply to you.*

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## Limited Lifetime Warranty for Residential Hot Water Tanks (continued)

If you are the first purchaser at retail, and the current owner, of the TANK that is still located at the site of its original installation, and you think you are entitled to service under the foregoing warranty you should follow the following procedure:

1. Notify the heating contractor who installed your TANK and ask that the contractor notify the distributor from whom the contractor purchased the TANK.
2. If this action is not possible or does not result in warranty service, contact:

Bosch Thermotechnology Corporation  
Warranty Service  
50 Wentworth Ave.  
Londonderry, NH 03053

To support the warranty claim, include the following:

- a. A copy of your original invoice or other proof of purchase

- b. Original installation date
- c. Location
- d. Serial number of the Tank

3. The alleged defective components or parts must be returned to BTC through trade channels in accordance with BTC procedure then in force for handling goods returned for the purpose of inspection to determine cause of failure.
4. 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 Buderus distributor who, in turn, will forward the components and/or parts to the heating contractor who installed your TANK.

*This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.*

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## Limited Warranty for Buderus Domestic Hot Water Tanks Installed in Commercial Applications

### First and second years

BTC warrants that its DHW TANKS are free from defects in material and workmanship for two years from the date of installation when installed in commercial applications. If any parts are found to be defective in manufacture, BTC will repair or replace the defective parts.

This warranty is subject to the conditions that the DHW TANK must have been installed by a heating contractor whose principal occupation is the sale and installation of plumbing, heating and/or, air conditioning.

### This warranty does not cover:

1. Components or parts that are part of the domestic hot water system but were not provided by Buderus as a part of the DHW TANK.
2. The workmanship of any installer. BTC disclaims and does not assume any liability of any nature for unsatisfactory performance caused by improper installation.
3. Any costs for labor for removal and reinstallation of the alleged defective component or part, transportation to BTC, if necessary, and any materials necessary to perform the repair or replacement.
4. Any TANK that does not have installed a new temperature-pressure relief valve at the time of installation.
5. Any TANK that has a failure or malfunction resulting from failure to keep the tank full of potable water, failure to assure that water in the tank is free to circulate at all times, failure to keep the tank free of water sediment or scale deposits or failure to inspect the anode rods at intervals of not more than two years.
6. Any TANK that is installed where polybutylene pipe without an oxygen barrier is used.
7. Any TANK in which the water condition does not achieve and maintain the required water specifications of a minimum of two (2) grains of hardness.
8. Any TANK that is used for a non-potable application such as pool or process heating.
9. Damage to the TANK or any of its original components or parts caused by excessive temperatures or pressures, fuel or gas explosion, electrochemical reaction, water and air impurities,

electrical failures, riots, insurrection or acts of God.

10. Any TANK that has a failure or malfunction resulting from improper or negligent operation, accident, abuse, freezing, misuse, unauthorized alteration or improper repair or maintenance.

*This warranty does not extend to anyone except the first purchaser of the TANK and only when the TANK is in its original installation site.*

IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY SHALL BE LIMITED TO THE DURATION OF THE EXPRESS WARRANTY, BTC EXPRESSLY DISCLAIMS AND EXCLUDES ANY LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY.

*Some states do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long an implied warranty lasts, so the above limitations and exclusions may not apply to you.*

For prompt warranty service, notify the heating contractor who installed your TANK, and he in turn will notify the distributor from whom they purchased the TANK. If this action does not result in warranty service, contact Bosch Thermotechnology Corp., 50 Wentworth Avenue, Londonderry, NH 03053 with details in support of the warranty claim. The alleged defective components or parts must be returned to Buderus through trade channels in accordance with Buderus' procedure then in force for handling goods returned for the purpose of inspection to determine cause of failure. 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 Buderus distributor who, in turn, will forward the components and/or parts to the heating contractor who installed your TANK. If you have, any questions about the coverage of this warranty, contact BTC at the address below.

*This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.*

## Buderus

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