

# **Limited Warranty for Buderus Residential Thermoglaze Domestic Hot Water Tanks**

## **(TANK WITH A CAPACITY OF 80 GALLONS OR LESS)**

Buderus warrants to the original residential retail purchaser of a Buderus Residential Thermoglaze DHW 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 Buderus determines that a leak in a qualifying heat exchanger and/or tank assembly is the result of a defect in workmanship or materials, Buderus will replace the defective heat exchanger and/or tank assembly as it finds necessary in accordance with Buderus' then applicable warranty service procedures.

### **First Through Eighth Years**

If, during the first through eighth years from the date of installation of a Residential Thermoglaze DHW Tank, a leak in the heat exchanger or tank assembly should occur, and if Buderus 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 Buderus 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 Residential Thermoglaze DHW Tank and thereafter, a leak in the heat exchanger or tank assembly should occur, and if Buderus determines that the leak is the result of a defect in defect in workmanship or materials, Buderus, 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 Residential Thermoglaze DHW Tank has been in service. Replacement will be made with the, nearest comparable model available from Buderus at the time of such replacement. The proportional charge will be equal to the appropriate percentage of the current list price of such

Residential Thermoglaze DHW 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 is subject to the conditions that the Residential Thermoglaze DHW 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, for Residential Thermoglaze DHW Tanks.

### **This warranty does not cover:**

1. Residential Thermoglaze DHW Tanks 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 Buderus as a part of the Residential Thermoglaze DHW Tank.
3. The workmanship of any installer. Buderus 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 Buderus, if necessary, and any materials necessary to perform the repair or replacement.
5. Any Residential Thermoglaze DHW Tank that does not have installed a new temperature-pressure relief valve bearing the American Society of Mechanical Engineers (A.S.M.E.) listing at the time of installation.
6. Any Residential Thermoglaze DHW 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.
- Any Residential Thermoglaze DHW Tank that is installed where polybutylene pipe without an oxygen barrier is used.

8. Any Residential Thermoglaze DHW 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 Residential Thermoglaze DHW Tank that is used for a non-potable application such as pool or process heating.
10. Damage to the Residential Thermoglaze DHW 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 Residential Thermoglaze DHW 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 residential purchaser of the Tank at retail: this warranty applies only while the Tank is owned by that purchaser 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 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 BUDERUS WITH RESPECT TO THE REPAIR OR REPLACEMENT OF THE HEAT EXCHANGER OR TANK ASSEMBLY OF A RESIDENTIAL THERMOGLAZE DHW TANK, OR ANY COMPONENT OR PART THEREOF BUDERUS EXPRESSLY DISCLAIMS AND EXCLUDES ANY

LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY. BUDERUS NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR BUDERUS 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.*

If you are the first purchaser at retail, and the current owner, of a Residential Thermoglaze DHW Tank that is still located at the site of its original installation, and if you think you are entitled to service under the foregoing warranty, you should notify the heating contractor who installed your Tank and ask that the contractor notify the distributor from whom the contractor purchased the Residential Thermoglaze DHW Tank. If this action does not result in warranty service, contact Buderus 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 Buderus determines that the returned components and/or parts are defective and that this warranty applies, Buderus 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 Residential Thermoglaze DHW Tank. If you have any questions about the coverage of this warranty, contact Buderus 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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