

AMTROL INC. LIMITED PRODUCT WARRANTY

Products Covered: All Products Manufactured by AMTROL Inc. ("AMTROL").

This warranty cannot be transferred – it is extended only to the original Purchaser or First User of the Product. By accepting and keeping this Product you agree to all of the warranty terms and limitations of liability described below.

<u>IMPORTANT WARNING</u> – READ CAREFULLY THE INSTALLATION, OPERATING AND MAINTENANCE INSTRUCTIONS MANUAL ("MANUAL") to avoid serious personal injury and/or property damage and to ensure safe use and proper care of this product.

Who Receives AMTROL's Product Warranty

All purchasers or first users of the new Product. The Warranty is non-transferable.

What is covered by this Warranty

AMTROL warrants to the purchaser or first user of the new Product that at the time of manufacture, the Product is free from defects in material and workmanship. Any warranty claim must be made within one (1) year unless another time period is set forth in the Manual, measured from the time the Product was purchased.

What AMTROL Will Do If You Have a Covered Warranty Claim

In the event of a breach of the foregoing warranty, AMTROL will at its option **either** make repairs to correct any defect in material or workmanship or supply and ship either new or used replacement AMTROL parts or products. AMTROL will not accept any claims for labor, **property damage** or other costs.

What This Warranty Does Not Cover - Exclusions and Limitations

This Warranty does not cover any claim unless it was caused by a defect in material or workmanship during the **warranty period**. In addition, this Warranty shall not apply:

- if the Product is not correctly installed, operated, repaired or maintained as described in the Manual or if it is not installed according to local plumbing codes;
- to any failure or malfunction resulting from abuse (including freezing), improper or negligent handling, shipping (by anyone other than AMTROL), storage, use, operation, accident, or alteration, lightning, flood or any other environmental condition;
- to any failure or problem resulting from the use of the Product for any purpose other than those specified in the Manual or alteration of any part of the product;
- this Warranty does not cover labor costs, additional parts, shipping charges, service charges, delivery expenses, administrative fees or any costs
 incurred in removing or reinstalling the Product;
- this Warranty does not cover any claims submitted to AMTROL or an AMTROL-authorized distributor or retailer more than 30 days after expiration
 of the applicable warranty time period or if product was installed more than 18 months after the date of manufacture;
- this Warranty also does not cover repair or replacement costs not authorized in advance by AMTROL.

THESE WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES. NO AMTROL REPRESENTATIVE OR ANY OTHER PARTY IS AUTHORIZED TO MAKE ANY WARRANTY OTHER THAN THOSE EXPRESSLY CONTAINED IN THIS WARRANTY AGREEMENT.

Additional Warranty Limitations

ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY DISCLAIMED. Some states do not allow limitations on how long an implied Warranty lasts, so the above limitation may not apply to you.

Limitations of Remedies

THE REMEDIES CONTAINED IN THIS WARRANTY ARE THE PURCHASER'S OR FIRST USER'S EXCLUSIVE REMEDIES. IN NO CIRCUMSTANCES WILL AMTROL BE LIABLE FOR MORE THAN, AND PURCHASER-FIRST USER'S REMEDIES SHALL NOT EXCEED, THE PRICE PAID FOR THE PRODUCT. IN NO CASE SHALL AMTROL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM NONDELIVERY OR FROM THE USE, MISUSE, OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT OR FROM AMTROL'S OWN NEGLIGENCE OR OTHER TORT. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, strict liability, in tort or under any other legal theory. Such damages include, but are not limited to, inconvenience, loss or damage to property, mold, loss of profits, loss of savings or revenue, loss of use of the Products or any associated equipment, facilities, buildings or services, downtime, and the claims of third parties including customers. Some states do not allow the limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

What To Do If You Have a Problem Covered By This Warranty

Any covered Warranty must be authorized by AMTROL. Contact the person from whom you purchased the Product, who **must** receive authorization from AMTROL. If you do not receive a prompt response, call AMTROL directly at 800-426-8765. Notice of a Warranty claim should be submitted by the authorized distributor to AMTROL at the following address:

AMTROL Inc., Warranty Claim Dept.

1400 Division Road, West Warwick, RI 02893

Before AMTROL determines to provide any replacement part or Product, it may as a pre-condition to making such a determination require that the warranty claimant ship the Product, postage prepaid to an authorized AMTROL distributor, or to AMTROL and provide proof of purchase evidenced by the original sales receipt, proof that you owned the home at the time of purchase or Product registration.

Replacement Product Warranty

In case of replacement of a Product or any component part, AMTROL reserves the right to make changes in the design, construction, or material of the substitute components or products, which shall be subject to all of the terms and limitations of this Warranty, except that the applicable warranty periods shall be reduced by the amount of time the warranty claimant owned the product prior to submitting notification of the warranty claim.



PRODUCT	MODELS	DURATION (from date of purchase)
WATER SYSTEMS		
Well-X-Trol® Residential Well Tanks	WX Models	Seven (7) Year Limited Warranty
Well-X1® Constant Pressure System	WX1 Models	Seven (7) Year Limited Warranty (Tank) Two (2) Year Limited Warranty (Control)
CH, WF & PL Well Tanks	All	Five (5) Year Limited Warranty
Guardian CP® Digital Control	DC2	Two (2) Year Limited Warranty
Reverse Osmosis (RO) Tanks	RO Models	Five (5) Year Limited Warranty
Retention Tanks	ERTG Models	Three (3) Year Limited Warranty
AMTROL Pressuriser®	RP Models	Two (2) Year Limited Warranty
PLUMBING & HEATING		
Extrol® Expansion Tanks	EX, RX & SE Models SX Models	Five (5) Year Limited Warranty One (1) Year Limited Warranty
Fill-Trol® Tanks	FT Models	Five (5) Year Limited Warranty
Therm-X-Trol® Expansion Tanks	ST-5 through ST-25V ST-30V through ST-210V	Five (5) Year Limited Warranty One (1) Year Limited Warranty
Therm-X-Span® Expansion Tanks	T Models	One (1) Year Limited Warranty
HOT WATER MAKERS®		
BoilerMate® Hot Water Makers	CH & WH-41 Models	Six (6) Year Limited Warranty on Heat Exchanger and Tank Assembly Only. Limited Lifetime Upgrade Option Available. See Literature for Upgrade Information.
HYDROMAX [®] Hot Water Makers	HM Models	Seven (7) Year Limited Warranty on Heat Exchanger and Tank Assembly Only. Limited Lifetime Upgrade Option Available. See Literature for Upgrade Information.
Ener-G-Net™ Control		Two (2) Year Limited Warranty
Premier™ Hot Water Makers	WH-7, WHS, DC & S Models	Five (5) Year Limited Warranty in Commercial Applications. Ten (10) Year Limited Warranty in Residential Applications on Heat Exchanger and Tank Assembly Only.
ALL OTHER		
All Other Products, Components and Parts	If not specified above including Hot Water Maker components and parts other than the Heat Exchanger and Tank Assembly.	One (1) Year Limited Warranty



AMTROL INC. AUTOGAS CYLINDER LIMITED WARRANTY

AMTROL Inc. with corporate offices at 1400 Division Road, West Warwick, Rhode Island 02893 **("AMTROL")** warrants that the **AutoGas Cylinder ("Cylinder")** shall be free of defects in material and workmanship for a one year period, (the "Warranty Period") under normal use and service when installed and used in accordance with all installation, operating and maintenance instructions, and applicable federal, state, and local laws and regulations.

If, within the Warranty Period, Purchaser notifies AMTROL that the Cylinder failed to conform to this Warranty, AMTROL will, at its option, either repair or replace the Cylinder (subject to the following Conditions). Notification of a claim of such failure under this Warranty shall be promptly made in writing to the AMTROL Warranty Claim Dept., 1400 Division Road, West Warwick, R.I. 02893. Purchaser's submission must include the Purchaser's address and phone number, a description of the failure, date of failure, and proof of the date of purchase (the original sales contract or receipt).

Once AMTROL is notified of any claim, AMTROL will determine whether Purchaser must return the Cylinder at their own expense or make the Cylinder available for inspection by an AMTROL representative, and AMTROL must be given an opportunity to verify Purchaser's claim. This Warranty does not cover any claims submitted to AMTROL more than thirty days after expiration of the Warranty Period. The Warranty is exclusively for the original purchaser or first user of the Cylinder and is not transferable. The Warranty Period commences on the date of installation by the dealer to the Purchaser.

This Warranty is void and does not apply if the Cylinder is damaged or the claim arises in whole or in part from abuse, misuse, negligence, misapplication, external damage, improper or negligent handling, shipping, installation, accident, storage, use, product alteration, lightening, flood or any other environmental condition, damage caused by inappropriate filling techniques, use of fuel other than HD-5 automotive grade liquid propane fuel, road hazards, collision, fire, theft, freezing, vandalism, riot, explosion, or objects striking the vehicle

Failure to comply with all applicable legal requirements, or any other cause not expressly specified as covered by this Warranty, or any failure or problem resulting from the use of the Cylinder for any purpose other than those specified on the Cylinder or alteration of any part of the product shall not be covered by this Warranty, shall void this Warranty and Purchaser shall have no remedy.

THIS WARRANTY AND THE PURCHASER REMEDIES PROVIDED HEREIN ARE GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES AND NO AMTROL REPRESENTATIVE OR ANY OTHER PARTY IS AUTHORIZED TO MAKE ANY WARRANTY OTHER THAN THOSE EXPRESSLY CONTAINED HEREIN. ANY IMPLIED WARRANTIES THE PURCHASER MAY HAVE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE THAT MAY PURPORT TO EXTEND BEYOND OR VARY FROM THE EXPRESS WARRANTIES CONTAINED HEREIN ARE EXPRESSLY DENIED AND DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AMTROL EXPRESSLY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY FOR ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER WHETHER RESULTING FROM NONDELIVERY OR FROM THE USE, MISUSE, OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT OR FROM AMTROL'S OWN NEGLIGENCE OR OTHER TORT. Such damages include but are not limited to commercial loss, loss of use, loss of product placed in the cylinder, transportation, inconvenience, cost of transportation including rental vehicles, telephone calls, meals, accommodations, loss of personal or commercial property, loss of pay, income, profits or business opportunities or incidental damages and claims of third parties including customers. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, and strict liability, in tort or under any other legal theory. Some states do not allow the limitation of implied warranties, or incidental or consequential damages, so the above limitations or exclusions may not apply to you. This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

This Warranty does not apply to, and AMTROL disclaims any responsibility for, LP-Gas Regulator Valves or any other equipment attached to the Cylinder, which is not manufactured by AMTROL.

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