



Peerless® Partner® Limited Lifetime Warranty For Residential Usage

Effective June 1, 2011

The PB Heat, LLC, Peerless® Partner® indirect-fired water heater is protected by these warranties.
These warranties are applicable to original consumer purchases only.

WARRANTY COVERAGE FOR RESIDENTIAL USAGE

The warranties listed in this section should apply to PB Heat, LLC ("PB Heat"), Peerless® Partner® indirect-fired water heaters (the "Partner®"), used in a residential setting by the original consumer purchasers only. A "residential setting" as used herein shall mean usage in a single-family dwelling in which the original consumer purchaser of the Partner® resides on a permanent basis. "Residential setting" shall also mean usage in a multiple-family dwelling providing that a Partner® services only one (1) dwelling in a multiple-family dwelling. The term "residential setting" shall not include any usage of the Partner® above 150° Fahrenheit.

PB Heat warrants that it will repair or replace, at its option, without charge, any defective or malfunctioning component of the Partner® during the first year after the original date of installation in the dwelling. It is expressly agreed between PB Heat and the original consumer purchaser that repair or replacement is the exclusive and sole remedy of the original consumer purchaser.

During the remaining lifetime of the Partner®, PB Heat will repair or replace, at its option, without charge, any Partner® having a defect or malfunction that results in a water leak from the outside jacket, inner tank, or heat exchanger as a result of normal use and service. It is expressly agreed between PB Heat and the original consumer purchaser that repair or replacement is the exclusive and sole remedy of the original consumer purchaser.

Should a defect or malfunction result in a leakage of water within the above stated warranty periods due to defective material or workmanship, malfunction, or failure to comply with the above warranty, such defect or malfunction, if not in dispute by PB Heat, shall be repaired or replaced with the appropriate parts or a replacement Partner® of the nearest comparable model available at the time of replacement.

If PB Heat is unable to repair or replace a Partner® so as to conform with this warranty, after a reasonable number of attempts, then PB Heat will provide at its option, either a replacement product or a full refund of the purchase price. These remedies are the consumer purchaser's exclusive remedies for breach of warranty.

If at the time of request for service, the original consumer purchaser cannot provide a copy of the original sales receipt, deed, or equivalent document, then the warranty period for the Partner® shall be ten (10) years from the date of manufacture of the Partner®.

THESE RESIDENTIAL WARRANTIES DO NOT COVER:

1. Partners® installed in buildings other than buildings which constitute "residential settings" as defined above.
2. Component parts of, or attachments to, the Partner® not sold by PB Heat with the Partner®.
3. Workmanship of any installer of Peerless® Partners®. This warranty does not assume any liability of any nature for unsatisfactory performance caused by improper installation.
4. Costs for labor for removal and reinstallation of an alleged defective Partner® or Partner® parts determined not to be defective, including transportation to PB Heat, and any other materials necessary to perform the exchange. Replacement material will be invoiced to the distributor in the usual manner and will be subject to adjustment upon verification of defect.

5. Any Partner® that has been damaged as a result of being improperly serviced or operated, including but not limited to the following: operated with insufficient water; allowed to freeze; subjected to flood conditions; operated with water conditions and/or additives which cause unusual deposits or corrosion in or on the heat exchanger or subject to any other abuse or negligence.
6. Any Partner® that has been damaged as a result of natural disasters, including but not limited to, lightning, fire, earthquake, hurricanes, tornadoes or floods.
7. Condition resulting from exposure to foreign particles in the tank and exposure to chlorine content higher than 100 parts per million, or other corroding substances.

THESE WARRANTIES DO NOT EXTEND TO ANYONE EXCEPT THE FIRST PURCHASER AT RETAIL AND ONLY WHEN THE PARTNER® IS IN THE ORIGINAL INSTALLATION SITE.

Before warranty claims will be honored, PB Heat shall have the opportunity to directly, or through its authorized representative, examine and inspect the alleged defective Partner® or Partner® parts. The decision whether to repair or, in the alternative, replace Partners® or Partner® parts shall be made by PB Heat or its authorized representative.

ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SHALL BE LIMITED TO THE DURATION OF THE EXPRESS LIMITED WARRANTY AND EXCLUDE ANY LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES RESULTING FROM BREACH OF ANY EXPRESS OR IMPLIED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY.

For prompt service, notify the original installer who, in turn, will notify the PB Heat distributor who supplied the Partner®. If this does not result in prompt service, contact PB Heat with details in support of the warranty claim. Alleged defective parts must be returned in accordance with PB Heat procedure currently in force for handling returned goods for the purpose of determining cause of failure. PB Heat will furnish the new parts to an authorized distributor who will furnish the parts to the heating contractor who installed the Partner®. For any questions about coverage of this warranty, contact PB Heat.

PB HEAT'S FAILURE TO ENFORCE ANY TERMS OR CONDITIONS STATED HEREIN SHALL NOT BE CONSTRUED TO BE A WAIVER OF SUCH PROVISION.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

See back for Commercial Warranty

Peerless® Partner® Limited 5-Year Warranty For Commercial Usage

Effective June 1, 2011

WARRANTY COVERAGE FOR COMMERCIAL USAGE

The warranties listed in this section should apply to PB Heat, LLC ("PB Heat"), Peerless® Partner® indirect-fired water heaters (the "Partner®"), used in a commercial setting by original consumer purchasers only. A "commercial setting" as used herein shall mean any usage not falling within the above definition of a "residential setting". A Partner® shall be deemed to be used in a "commercial setting" if at any time it is operated at a temperature above 150° Fahrenheit.

PB Heat warrants that it will repair or replace, at its option, without charge, any defective or malfunctioning component of the Partner® during the first year after the original date of delivery to the original consumer purchaser. It is expressly agreed between PB Heat and the original consumer purchaser that repair or replacement is the exclusive and sole remedy of the original consumer purchaser.

During the second through fifth years after the original date of delivery to the original consumer purchaser, PB Heat will repair or replace, at its option, without charge, any Partner® having a defect or malfunction that results in a water leak from the outer jacket, inner tank, and heat exchanger as a result of normal use and service. It is expressly agreed between PB Heat and the original consumer purchaser that repair or replacement is the exclusive and sole remedy of the original consumer purchaser.

Should a defect or malfunction result in a leakage of water within the above stated warranty periods due to defective material or workmanship, malfunction, or failure to comply with the above stated warranty, such defect or malfunction, if not in dispute by PB Heat, shall be repaired or replaced with the appropriate parts or with a replacement Partner® or the nearest comparable model available at the time of replacement.

If PB Heat is unable to repair or replace a Partner® so as to conform with this warranty after a reasonable number of attempts, then PB Heat will provide, at its option, either a replacement product, or a full refund of the purchase price. These remedies are the exclusive remedies of the original consumer purchaser.

THESE COMMERCIAL WARRANTIES DO NOT COVER:

1. Partners® installed in buildings other than buildings which constitute "commercial settings" as defined above.
2. Component parts of, or attachments to, the Partner® not sold by PB Heat with the Partner®.
3. Workmanship of any installer of Peerless® Partners®. This warranty does not assume any liability of any nature for unsatisfactory performance caused by improper installation.
4. Costs for labor for removal and reinstallation of an alleged defective Partner® or Partner® parts determined not to be defective, including transportation to PB Heat, and any other materials necessary to perform the exchange. Replacement material will be invoiced to the distributor in the usual manner and will be subject to adjustment upon verification of defect.

5. Any Partner® that has been damaged as a result of being improperly serviced or operated, including but not limited to the following: operated with insufficient water; allowed to freeze; subject to flood conditions; operated with water conditions and/or additives which cause unusual deposits or corrosion in or on the heat exchanger or subject to any other abuse or negligence.
6. Any Partner® that has been damaged as a result of natural disasters, including but not limited to, lightning, fire, earthquake, hurricanes, tornadoes or floods.
7. Condition resulting from exposure to foreign particles in the tank and exposure to chlorine content higher than 100 parts per million, or other corroding substances.

THESE WARRANTIES DO NOT EXTEND TO ANYONE EXCEPT THE FIRST PURCHASER AT RETAIL AND ONLY WHEN THE PARTNER® IS IN THE ORIGINAL INSTALLATION SITE.

Before warranty claims will be honored, PB Heat shall have the opportunity to directly, or through its authorized representative, examine and inspect the alleged defective Partner® or Partner® parts. The decision whether to repair or, in the alternative, replace Partners® or Partner® parts shall be made by PB Heat or its authorized representative.

ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SHALL BE LIMITED TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY AND EXCLUDE ANY LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES RESULTING FROM BREACH OF ANY EXPRESS OR IMPLIED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY.

For prompt service, notify the original installer who, in turn, will notify the PB Heat distributor who supplied the Partner®. If this does not result in prompt service, contact PB Heat with details in support of the warranty claim. Alleged defective parts must be returned in accordance with PB Heat procedure currently in force for handling returned goods for the purpose of determining cause of failure. PB Heat will furnish the new parts to an authorized distributor who will furnish the parts to the heating contractor who installed the Partner®. For any questions about coverage of this warranty, contact PB Heat.

PB HEAT'S FAILURE TO ENFORCE ANY TERMS OR CONDITIONS STATED HEREIN SHALL NOT BE CONSTRUED TO BE A WAIVER OF SUCH PROVISION.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

