

Limited Warranty

In **residential** service the Manufacturer warrants to the original retail Purchaser that the tank and coil assembly shall be free of leaks for fifteen years in the home in which ERGOMAX[®] was originally installed, provided that: a) the acidity of the water is within the normal Environmental Protection Agency (EPA) recommended range of between pH 6.5 - 8.5; b) the domestic water does not contain abnormal levels of particulate matter; and c) water hardness does not exceed 10.5 gpg. Residential service shall mean use in dwellings with no more than two apartments. Warranty will also be voided when installed with low pressure steam boilers if sludge is allowed to accumulate in ERGOMAX tank and boiler water acidity is outside the levels indicated above.

In **commercial** service the Manufacturer warrants the tank and copper coil assembly for ten (10) years, the first five (5) years in full and years six (6) through ten (10) prorated at 20% each year of the prevailing retail price, provided that condition a), b) and c), as defined in residential service above, (acidity, particulate matter and water hardness) are met. Commercial service shall mean use in other than residential service.

In the event of tank leakage due to defective material or workmanship, such a leak having been verified by an authorized company representative, Manufacturer will repair or replace the failed unit with a comparable ERGOMAX unit available at the time of replacement at no cost to the original retail Purchaser, except as set forth in this Warranty. The repaired or replacement unit may have changes in design, material or construction which in the judgement of Manufacturer constitute an improvement of former practice. The original Purchaser is responsible for all costs associated with the removal and reinstallation, shipping and handling to and from Manufacturer. The replacement unit will be warranted for the remaining portion of the original Warranty.

Component Parts Warranty

Controls are warranted by their respective original equipment manufacturers for a period of one (1) year.

Exclusions And Limitations

This Warranty shall apply only if:

1. ERGOMAX is installed according to the installation instructions provided with the unit.
2. Any failure or malfunction does not result from improper or negligent operation, accident, abuse (including freezing or water/flood), misuse, unauthorized alteration or improper repair or maintenance.
3. The unit is used in the United States.
4. The consumer presents a copy of the original sales/installation receipt at the time claim is filed.
5. This Warranty shall be void if the manufacturer's tag has been tampered with or removed from the ERGOMAX without written permission from GROUP THERMO Inc.

Manufacturer shall not be liable for incidental or consequential damages. Some states do not allow the exclusion or limitation of consequential damages, so the above limitation or exclusion may not apply to you. You should be aware that you may have other rights that vary from state to state.

To receive the full benefit of this Warranty the original retail purchaser must fill in and return the enclosed Registration Card to GROUP THERMO Inc. within thirty (30) days of date of purchase.