

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.

IMPORTANT WARNING – 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 parts or products. AMTROL will not accept any claims for labor or other costs.

What This Warranty Does Not Cover - Exclusions and Limitations

This Warranty does not cover any failure or problem unless it was caused by a defect in material or workmanship. In addition, this Warranty shall not apply:

- if the Product is not correctly installed, operated, repaired or maintained as described in the Manual provided with the Product;
- 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 accompanying Manual or alteration of any part of the product;
- this Warranty does not cover labor costs, 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 described in this Warranty;
- this Warranty also does not cover repair or replacement costs not authorized in advance by AMTROL.

Additional Warranty Limitations

ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY DISCLAIMED.

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 NON-DELIVERY 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.

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

Any covered Warranty service must be authorized by AMTROL. Contact the person from whom you purchased the Product, who must receive authorization from an AMTROL distributor or AMTROL. If you do not receive a prompt response, call AMTROL directly at 877-517-9673. 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 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.



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