

# **AMTROL INC. LIMITED PRODUCT WARRANTY**

**IMPORTANT WARNING**: Read the Installation and Operation Instructions carefully to avoid serious personal injury and/or property damage and to ensure the safe use and proper care of the product. See www.amtrol.com for the current Installation & Operation Instructions (Instructions).

# Who receives AMTROL'S limited product warranty?

- The original purchaser or first user of the product. This warranty cannot be transferred.
- By accepting this product you agree to all of the warranty terms and limitations of liability described below.

# What is covered by this limited product warranty?

- All products manufactured by AMTROL INC. (AMTROL).
- AMTROL warrants that, at the time of manufacture, the product is free from defects in material and workmanship.

#### What is not covered by this limited product warranty?

- Labor costs, additional parts, shipping charges, service charges, delivery expenses, administrative fees or any costs incurred in removing or installing the replacement parts or product.
- Property damage or any other costs of any kind.
- Any problem, failure or malfunction resulting from:
  - Abuse (including freezing), improper or negligent handling, shipping (by anyone other than AMTROL), improper storage, accident, lightning, flood or any other environmental condition.
  - Improper installation, set-up, operation or maintenance.
  - Use of the product for any purpose other than those specified in the Instructions.
  - Alteration of any part of the product.

#### What is the duration of the warranty period?

- The specific warranty period, by product, is attached or can be found at www.amtrol.com.
- The duration of the warranty period is measured from the date of purchase UNLESS the product is installed more than 18 months after the date of
  manufacture. Product installed more than 18 months after the date of manufacture carries the balance of the applicable warranty period, measured
  from the date of manufacture, not the date of installation, and may void the limited lifetime warranty.

# How can a warranty claim request be submitted?

- · All warranty claims must be approved solely by AMTROL.
- Contact the company or individual from whom you purchased the product and they will submit the claim to AMTROL for approval.
- Contact AMTROL directly at 800-426-8765, M-F 8:00AM 5:00PM Eastern Time; warranty@amtrol.com or: AMTROL INC. Warranty Claim Department
- 1400 Division Road
- West Warwick, RI 02893
- Warranty claims must be made within 30 days of the failure and no more than 30 days after the expiration of the applicable warranty period.

# What does AMTROL require?

- Proof of purchase and original ownership.
- Proof of home ownership at the time of installation and at the time of product failure.
- Product model and serial number/date code of original and replacement units.
- · AMTROL may require that the warranty claimant ship the product, postage prepaid, to an authorized distributor or to AMTROL.
- AMTROL may require additional information as evidence that the product was installed, operated and maintained according to the instructions.

#### What will AMTROL do to resolve a covered warranty claim?

- AMTROL will, at its option, either make repairs to correct any defect in material or workmanship or supply either new or used replacement AMTROL parts or products.
- AMTROL reserves the right to make changes in the design, construction or material of the substitute parts or products.

#### What is the warranty period for replacement parts or products?

Replacement parts or products supplied under this warranty do not carry a new warranty, only the balance of the original warranty.

# What are the limitations of implied warranties?

 THE WARRANTIES CONTAINED HEREIN ARE THE EXCLUSIVE WARRANTIES FOR THE PRODUCT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES EXPRESS AND IMPLIED. NO AMTROL SALES REPRESENTATIVE OR ANY OTHER THIRD PARTY IS AUTHORIZED OR EMPOWERED TO PROVIDE AMTROL WARRANTY COVERAGE FOR AN AMTROL PRODUCT. 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-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. Some states do not allow the limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.



PRODUCT	MODELS	DURATION (from date of purchase)
WATER SYSTEMS		
Well-X-Trol <sup>®</sup> 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	R0 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 <sup>®</sup> 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 <sup>®</sup> 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 <sup>®</sup> 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 <sup>®</sup> 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 <sup>™</sup> 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
Units manufactured April 1, 2010 or later		

\* Units manufactured April 1, 2010 or later.



AMTROL

**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.