



LIMITED WARRANTY

for MRCOOL Electric Tank Hot Water Heater



Models: MTWH04530E, MTWH04540E, MTWH04550E

Unless otherwise required or prohibited under applicable state or province law, to the original owner with proof of purchase, this non-transferable warranty provides a **1 year limited labor warranty, 10 year parts warranty, and 10 year tank warranty**. This warranty applies to all units installed in single family residences for heating domestic hot water only. Any other application reduces this non-transferable warranty to a **1 year limited labor warranty, 1 year parts warranty, and 1 year tank warranty**. The unit models listed above are warranted by "MRCOOL" against defects in materials and workmanship under normal use and maintenance, as provided below:

The parts and labor warranty period begins on the date of the proof of purchase for the end user. The labor warranty starts on the thirty first (31) day following the proof of purchase date. The labor warranty only covers costs related to diagnosing and repairing systems when the owners abide by all terms and conditions of this document. Any repaired or replaced component or part of the system shall be warranted for the remainder of the original limited warranty period or thirty (30) days after replacement of the part, whichever is longer.

Limit of Labor Liability: The total amount for labor repairs made in connection with all claims that are made pursuant to this Limited Warranty shall not exceed the purchase price of the product less taxes. In the event that payments for repairs are made, which in the aggregate, are equal to the product Purchase Price, we will replace the product with a new, rebuilt or refurbished product with similar features and functionality, and we will have no further obligations under this Limited Warranty. For more details on Limit of Liability, please call [844-518-2040].

LIMITATIONS OF WARRANTIES: THE WARRANTIES STATED ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESSED OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON INFRINGEMENT OF THIRD PARTY RIGHTS AND OF FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL MRCOOL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR OTHER ECONOMIC LOSS, WHETHER BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, TORT OR OTHERWISE, EVEN IF MRCOOL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL MRCOOL'S LIABILITY EXCEED THE PURCHASE PRICE OF THE SYSTEM.

THIS WARRANTY DOES NOT COVER ANY OF THE FOLLOWING:

1. Normal maintenance as outlined in the Installation and/or Owner's Manuals.
2. Failure, damage or repairs due to faulty installation, misapplication, abuse, improper servicing, unauthorized alteration or improper operation.
3. Failure to start due to voltage conditions, blown fuses, open circuit breakers, or damages due to the inadequacy or interruption of electrical service.
4. Failure or damage due to animals or other organisms, water, floods, winds, fires, lightning, accidents, impact damage from projectiles, earthquake, theft or loss, riot, vandalism, acts of war, force majeure, corrosive environments, or other conditions beyond the control of the company.
5. Parts or products not supplied or designated by Company, or damages resulting from their use.
6. Products installed outside the USA and Canada.
7. Electricity or fuel costs, or increases in electricity or fuel costs from any reason whatsoever, including additional or unusual use of supplemental electric heat.
8. Any and all shipping or freight charges or damages arising from transportation of the product or parts covered by the Limited Warranty.
9. A product where purchase and expiration date of warranty cannot be established.
10. Products moved from their original installation address.
11. Any damage caused by frozen or broken water pipes in the event of equipment failure.
12. Changes in the appearance of the unit that do not affect its performance.
13. Replacement of fuses and replacement or resetting of circuit breakers.
14. Units operated in incomplete structures.
15. Any special, indirect or consequential property or commercial damage of any nature whatsoever including but not limited to water leakage damage. Some states or provinces do not allow the exclusion of incidental or consequential damages, so the above limitation may not apply to you.
16. Any costs resulting from the initial installation of the system, as well as any material costs.
17. Damage or repairs required as a result of any improper use, maintenance, operation, or servicing.
18. Heaters installed without a properly sized and installed thermal expansion tank.
19. Failed components not originally installed by the Manufacturer as a part of the unit at the time of sale.
20. Operating the Heater without the factory installed electronically impressed anode rod, or sacrificial anode
21. Replacing the electric heating element with an element not supplied by MRCOOL or approved equal
22. Replacing the electric heating element with an element greater in power than the originally installed element.
23. Exposure to harmful chemicals, contaminated water, corrosive fluids or corrosive atmosphere.
24. Operating the Heater under fluctuating or excessive water pressure or in the event the Heater is supplied with non-potable water for any duration.
25. Heaters NOT purchased from an authorized dealer.
26. Permits, or disposal of the failed water heater.
27. Heaters installed WITHOUT complying with ALL federal, state, and local codes, and any policies or licensing requirements.

For additional warranty exclusions, visit www.MRCOOL.com



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CLAIM SUBMISSION

To submit labor warranty claims, customer must call 844-518-2040. For all other warranty claims customer may call (270) 366-0457, email support@mrcool.com, create a ticket through mrcool.com or follow other directions provided on mrcool.com. Customer or a Technician must perform any and all diagnostics as directed by MRCOOL and provide proof as required by MRCOOL. Having a state or province licensed or certified technician send written proof of diagnostic tests performed and parts failure may be required at MRCOOL's discretion. MRCOOL may require a copy of the installation invoice to process the claim. At the request of MRCOOL, parts must be returned to MRCOOL or where specified by MRCOOL and become the property of MRCOOL.

DISPUTE RESOLUTION

In the event of any dispute with MRCOOL, Purchaser agrees to first contact MRCOOL by phone at (270) 366-0457, by e-mail at legal@mrcool.com, or by U.S. Mail at MRCOOL, LLC, Attn: Customer Service, 48 Remington Way, Hickory, KY 42051, and attempt to resolve the dispute informally by providing the following information: name, address, contact information and the nature of the dispute. In the event that MRCOOL is unable to resolve a dispute within 90 days of Purchaser's contacting MRCOOL, the parties agree to resolve any claim, dispute, or controversy arising out of or in connection with this Limited Warranty (the "Claims") by binding arbitration.

ARBITRATION

The laws of the State of Kentucky shall govern this Limited Warranty and all of its terms and conditions, without giving effect to any principles of conflicts of laws. All actions at law or in equity arising out of or relating to this Limited Warranty shall be submitted to confidential arbitration in Paducah, Kentucky, under the rules then prevailing of the American Arbitration Association. To the fullest extent permitted by applicable law, no such arbitration shall be joined to any arbitration or action involving any other person or entity subject to this Limited Warranty, whether through class arbitration, proceedings, or otherwise. Except to the extent prohibited by applicable law, Purchaser agrees she/he will not bring any Claim more than one (1) year after the cause of action has accrued. If the arbitrator decides in favor of Purchaser, the award may include Purchaser's costs of arbitration, including reasonable attorneys' fees and reasonable fees for any expert and other witnesses. Any award rendered by the arbitrator may be entered in any court of competent jurisdiction. You have the right to opt out of this arbitration provision by contacting us at optout@mrcool.com within thirty (30) days of your purchase of the product. If more than thirty (30) days have passed, you are not eligible to opt out of this arbitration requirement and must pursue any claim through binding arbitration.