



## TANKLESS ELECTRIC WATER HEATER WARRANTY

THIS WARRANTY IS APPLICABLE TO THE ORIGINAL OWNER ONLY in accordance with the warranty terms and conditions specified below.

American (the warrantor) will furnish the ORIGINAL OWNER, 1) a replacement American water heater of equivalent size and current model if a chamber in this water heater leaks and, 2) a replacement part for any component part which fails. Consumable maintenance parts are excluded from warranty coverage.

THE AMERICAN REPLACEMENT MODEL OR PART WILL BE WARRANTED FOR ONLY THE UNEXPIRED PORTION OF THE ORIGINAL WARRANTY. The warranty period will be determined by the original date of purchase of the water heater, or in the absence of a Bill of Sale verifying said date, from the date of manufacture indicated on rating plate affixed to this water heater. This warranty is not transferrable and applies to models listed below:

Point of Use Series Models	Chamber	Parts
UPVM-35K, UPVM-90E, UPVM-110E	5-year	1-year

### CONDITIONS AND EXCEPTIONS

This warranty shall apply only when the water heater is installed and operated in accordance with 1) all local fire codes and plumbing codes, ordinances and regulations, 2) the printed instructions provided with it, 3) good industry practices, and 4) proper safety practices such as but not limited to a properly sized metal drain pan if installed in an area where leakage from the unit or its connections would result in damage to the area adjacent to the water heater.

This warranty shall apply only when the water heater is:

- owned by the original purchaser;
- installed, operated, and maintained in accordance with the printed Manufacturer's instructions;
- used at temperatures not exceeding the maximum calibrated setting of its thermostat;
- used at water pressure not exceeding 80 psi static pressure;
- filled with potable water, free to circulate at all times and with the tank free of damaging water sediment or scale deposits;

- used in a non-corrosive and non-contaminated atmosphere;
- in its original installation location;
- in the United States, its territories or possessions, or Canada;
- sized in accordance with proper sizing techniques for residential water heaters;
- bearing a rating plate which has not been altered, defaced or removed except as required by the warrantor;
- used in an open system or in a closed system;
- connected to the proper voltage or;
- operated at the factory rated input;
- installed with no attempted, nor actual modification or alteration of the water heater's design in any way, including but not limited to, the attachment of non-company approved appliances or equipment, including any additional aftermarket equipment introduced into the sealed system;
- installed indoors (not intended for outdoor installations);
- installed for instantaneous water heating applications only; not approved for space heating applications.

Any accident to the water heater or any part thereof (including freezing, fire, floods, or lightning), any misuse, abuse or alteration of it, any operation of it in a modified form, any operation of the water heater on desalinated (deionized) water, or any damage caused by attempts to repair chamber leaks or parts, is not covered under this warranty. This warranty does not cover water heaters replaced for cosmetic reasons or for reasons of noise, taste, odor, discolored and/or rusty water. This warranty does not apply to water heaters used to heat pools, whirlpools or hot tubs or used for space heating.

This warranty does not cover and the manufacturer is not liable for any water damages arising (directly or indirectly) from any defect in the water heater or component part(s) or from its use.

This warranty does not cover the heater or any of the component parts that are damaged or fail due to operation on an empty chamber (such as but not limited to elements due to dry fire).

This warranty does not cover the heater or any component parts that have been submerged under water.

This warranty gives you specific legal rights, and you may have other rights which vary under the laws of each state. If any provision of this warranty is prohibited or invalid under applicable state law, that provision shall be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the affected provision or the other provisions of this warranty.

## SERVICE AND LABOR RESPONSIBILITY

UNDER THIS LIMITED WARRANTY, THE WARRANTOR WILL PROVIDE A REPLACEMENT WATER HEATER OR PART THEREOF FOR THE TERM STIPULATED ON PAGE ONE, AND LABOR DURING THE FIRST YEAR ONLY. THE OWNER IS RESPONSIBLE FOR ALL OTHER COSTS. Such costs may include but are not limited to:

- Labor charges for service, removal, or reinstallation of the water heater or part thereof subsequent to the first year.
- Shipping and delivery charges for forwarding the new water heater or replacement part from the nearest distributor and returning the claimed defective water heater or part to such distributor.
- All cost necessary or incidental for handling and administrative charges, and for any materials and/or permits required for installation of the replacement water heater or part.

## LIMITATION ON IMPLIED WARRANTIES

Implied warranties, including any warranty of merchantability imposed on the sale of this water heater under state law are limited to one year duration for the water heater or any of its parts. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

## CLAIM PROCEDURE

Any claim under this warranty should be initiated with the dealer who sold the water heater, or with any other dealer handling the warrantor's products. If this is not practical, the owner should contact: American Water Heating Company, P.O. Box 1597, Johnson City, TN 37015. Phone: 1-877-817-6750 or visit our website: [www.americanwaterheater.com](http://www.americanwaterheater.com).

Replacement Parts may be ordered through authorized servicers or distributors. Refer to your local Yellow Pages for where to call or contact: American Water Heating Company, P.O. Box 1597, Johnson City, TN 37015, Phone: 1-877-817-6750 or visit our website at: [www.americanwaterheater.com](http://www.americanwaterheater.com).

The warrantor will only honor replacement with identical or similar water heater or parts thereof which are manufactured or distributed by the warrantor.

Dealer replacements are made subject to in-warranty validation by warrantor.

PROOF OF PURCHASE AND PROOF OF INSTALLATION DATE ARE REQUIRED TO SUPPORT WARRANTY CLAIM FROM ORIGINAL OWNER. THIS FORM DOES NOT CONSTITUTE PROOF OF PURCHASE OR PROOF OF INSTALLATION.

## DISCLAIMERS

NO EXPRESSED WARRANTY HAS BEEN OR WILL BE MADE IN BEHALF OF THE WARRANTOR WITH RESPECT TO THE MERCHANTABILITY OF THE WATER HEATER OR THE INSTALLATION, OPERATION, REPAIR OR REPLACEMENT OF THE WATER HEATER OR PARTS. THE WARRANTOR SHALL NOT BE RESPONSIBLE FOR WATER DAMAGE, LOSS OF USE OF THE UNIT, INCONVENIENCE, LOSS OR DAMAGE TO PERSONAL PROPERTY, OR OTHER CONSEQUENTIAL DAMAGE. THE WARRANTOR SHALL NOT BE LIABLE BY VIRTUE OF THIS WARRANTY OR OTHERWISE FOR DAMAGE TO ANY PERSONS OR PROPERTY, WHETHER DIRECT OR INDIRECT, AND WHETHER ARISING IN CONTRACT OR IN TORT.

**Should governmental regulations or industry standards prohibit the Manufacturer from furnishing a comparable model replacement under this warranty, the Owner will be furnished with the closest comparable water heater meeting the then current governmental regulations and industry standards.** A supplementary fee may be assessed to cover the additional cost associated with the changes made to meet applicable regulations and standards. The warranty may not apply if there is a failure to follow the maintenance instructions.

The terms of this warranty may not be varied by any person, whether or not purporting to represent or to act on behalf of the warrantor.

## IMPORTANT INFORMATION

Model Number \_\_\_\_\_

Serial Number \_\_\_\_\_

## INSTALLATION INFORMATION

Date Installed \_\_\_\_\_

Company's Name \_\_\_\_\_

Street or P.O. Box \_\_\_\_\_

City, State, and Zip Code \_\_\_\_\_

Phone Number \_\_\_\_\_

Plumber's Name \_\_\_\_\_

