High Efficiency Gas Water Heater Limited Warranty

For Residential and Commercial Use

Westinghouse warrants each High Efficiency Gas Water Heater and its parts to be free from defects in materials and workmanship according to the following terms, conditions, and time periods. The replacement water heater will be warranted for the unexpired portion of the applicable warranty period of the original water heater. Replacement parts will be warranted for 90 days. **UNLESS OTHERWISE NOTED THESE WARRANTIES COMMENCE ON THE DATE OF INSTALLATION.** This limited warranty is only available to the **original owner** of this water heater, and is non-transferable.

Standard Residential Use Warranty (One (1) year – Parts, Seven (7) years – Tank)

Standard Residential Use shall mean water heaters used in a single family dwelling, or usage in a multiple family dwelling, provided that the water heater services only one (1) dwelling in which the original consumer purchaser resides on a **permanent basis and operating temperatures do not exceed 140°F**. **Extended Residential Use Warranty (One (1) year – Parts, Ten (10) years – Tank)**

Extended Residential Use coverage shall apply to residential use water heaters **registered online** at www.westinghousewaterheating.com within 90 days of the installation date. See information provided on the following page of this document for registration details.

Standard Commercial Use Warranty (One (1) year – Parts, Three (3) years – Tank)

Standard Commercial Use shall mean any usage not falling within the definition of a "residential use" setting.

Extended Commercial Use Warranty (One (1) year – Parts, Five (5) years – Tank)

Extended Commercial Use coverage shall apply to commercial use water heaters **registered online** at www.westinghousewaterheating.com within 90 days of the installation date. See information provided on the following page of this document for registration details.

COVERAGE

A. Should a defect or malfunction result in a leakage of water within the above-stated warranty periods due to defective material or workmanship, malfunction, or failure to comply with the above warranty, Westinghouse will replace the defective or malfunctioning water heater with a replacement of the nearest comparable model available at the time of replacement.

B. If Westinghouse is unable to repair or replace the water heater so as to conform to this warranty after a reasonable number of attempts,
Westinghouse will then provide, at its option, a replacement unit. These remedies are the purchaser's exclusive remedies for breach of warranty.
C. If government regulations, industry certification, or similar standards require the replacement water heater or part(s) to have features not found in the defective water heater or part(s), you will be charged the difference in price represented by those required features. If you pay the price difference for those required features and/or to upgrade the size and/or other features available on a new replacement water heater or part(s), you will also receive a complete new limited warranty for that replacement water heater or part(s).

D. If at the time of a request for service the purchaser cannot provide a copy of the original sales receipt or extended warranty registration, the warranty period for the water heater shall then be deemed to have commenced thirty (30) days after the date of manufacture of the water heater and **NOT** the date of installation of the water heater.

E. This warranty extends only to High Efficiency Gas Water Heaters utilized in heating applications that have been properly installed by qualified professionals based upon the manufacturer's installation instructions.

OWNER RESPONSIBILITIES

To avoid the exclusion list in this warranty, the owner or installer must:

1. Maintain the water heater in accordance with the maintenance procedure listed in the manufacturer's provided instructions. Preventive

maintenance can help avoid any unnecessary breakdown of your water heater and keep it running at optimum efficiency.

2. Maintain all related heating components in good operating condition.

3. Check all condensate lines to confirm that all condensate drains properly from the water heater.

4. Use the water heater in an open system, or in a closed system with a properly sized and installed thermal expansion tank.

5. Use the water heater at water pressures not exceeding the working pressure shown on the rating plate.

WARRANTY EXCLUSIONS

This limited warranty will not cover:

1. Any water heater purchased from an unauthorized dealer.

2. Any water heater not installed by a qualified heating installer/service technician.

3. Service trips to teach you how to install, use, maintain, or to bring the water heater installation into compliance with local building codes and regulations.

4. Failure to locate the water heater in an area where leakage of the tank or water line connections and the combination temperature and relief valve will not result in damage to the area adjacent to the water heater or lower floors of the structure.

5. Any failed components of the heat system not manufactured by Westinghouse as part of the water heater.

6. Water heaters repaired or altered without the prior written approval of Westinghouse.

7. Damages, malfunctions, or failures resulting from failure to install the water heater in accordance with applicable building codes/ordinances or good plumbing and electrical trade practices.

8. Damages, malfunctions, or failures resulting from improper installation, failure to operate the water heater at pressures not exceeding the working pressure shown on the rating plate, or failure to operate and maintain the water heater in accordance with the manufacturer's provided instructions.

9. Failure to operate the water heater in an open system, or in a closed system with a properly sized and installed thermal expansion tank.

10. Failure or performance problems caused by improper sizing of the water heater, expansion device, piping, or the gas supply line, the venting connection, combustion air openings, electric service voltage, wiring or fusing.

11. Damages, malfunctions, or failures caused by improper conversion from natural gas to LP gas or LP gas to natural gas.

12. Damages, malfunctions, or failures caused by operating the water heater with modified, altered, or unapproved parts.

13. Damages, malfunctions, or failures caused by abuse, accident, fire, flood, freeze, lightning, acts of God and the like.

14. Tank failures (leaks) caused by operating the water heater in a corrosive or contaminated atmosphere.

15. Damages, malfunctions, or failures caused by operating the water heater with an empty or partially empty tank ("dry firing"), or failures caused by operating the water heater when it is not supplied with potable water, free to circulate at all times.

16. Failure of the heater due to the accumulation of solid materials and lime deposits.

17. Any damage or failure resulting from improper water chemistry. WATER CHEMISTRY REQUIREMENTS – Sodium less than 20mGL. Water pH between 6.0 and 8.0. Hardness less than 7 grains. Chlorine concentration less than 100 ppm.

18. Any damages, malfunctions, or failures resulting from the use of dielectric unions.

19. Components of the water heater that are not defective, but must be replaced during the warranty period as a result of reasonable wear and tear.

20. Damages, malfunctions, or failures caused by subjecting the tank to pressures or firing rates greater than those shown on the rating label.

21. Damages, malfunctions, or failures resulting from the use of any attachment(s) not supplied by Westinghouse.

22. Water heaters installed outside the fifty states (and the District of Columbia) of the United States of America and Canada.

23. Water heaters moved from the original installation location.

24. Water heaters that have had their rating labels removed.

ONLINE EXTENDED LIMITED WARRANTY REGISTRATION

To register for the Extended Limited Warranty, complete the form located on westinghousewaterheating.com within 90 days of installation. The form must be completed in full with owner name, email address, and phone number, the address where the unit is installed and installation date, and unit model and serial numbers. Proof of purchase is required, and may be an invoice for the product, or a bill from an installing contractor that clearly documents the installation of the unit. To be valid, proof of purchase must also include the unit serial number. Proof of purchase may be typed or hand written. Submit the proof of purchase to Westinghouse via the directions provided on the website.

PROCEDURES FOR WARRANTY SERVICE REQUESTS

Any claim for warranty assistance must be made promptly. Determine if the water heater is "in-warranty" (that is, within the applicable warranty period) by reviewing a copy of the original sales receipt. You must be able to provide information related to the original sales receipt for a warranty service request (i.e. order number, email address, etc).

If your water heater is "in-warranty", contact the retailer from whom the water heater was purchased (or the installer) for assistance. Please be prepared with a copy of your original sales receipt or identifying information (i.e. email address), the complete model and serial number for the water heater, the date of installation of the water heater, and a description of the problem.

Westinghouse will review your claim when you call. If the issue is found to be "in-warranty" you will be provided with a claim number and be directed to contact your licensed contractor or a local Westinghouse Service Agent can be recommended. You will also be advised if the defective part(s) or unit needs to be returned to Westinghouse or can be disposed of. **NOTE: Any parts or units returned to Westinghouse for warranty analysis will become the property of Westinghouse and will not be returned, even if credit is denied.** If all warranty conditions are satisfied, Westinghouse will cover the cost of the replacement part(s) or unit only with the contractor. Westinghouse is not responsible for any labor costs incurred for the repair.

If you have questions about the coverage of this warranty, please contact Westinghouse Customer Service at the following phone number:

1-774-417-6000

SERVICE, LABOR AND SHIPPING COSTS

This limited warranty does not extend to any shipping charges, delivery expenses, or administrative fees incurred by the purchaser in repairing or replacing the water heater or part(s). This warranty does not extend to labor costs beyond the coverage specified in this warranty document. All such expenses are your responsibility.

LIMITATIONS OF YOUR WESTINGHOUSE WARRANTY AND REMEDIES

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN CONTRACT OR TORT, WHETHER OR NOT ARISING FROM WESTINGHOUSE'S NEGLIGENCE, ACTUAL OR IMPUTED. THE REMEDIES OF THE PURCHASER SHALL BE LIMITED TO THOSE PROVIDED HEREIN TO THE EXCLUSION OF ANY OTHER REMEDIES INCLUDING WITHOUT LIMITATION, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SAID INCIDENTAL AND CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST PROFIT OR DAMAGES ALLEGED TO HAVE BEEN CAUSED BY ANY FAILURE OF WESTINGHOUSE TO MEET ANY OBLIGATION UNDER THIS AGREEMENT INCLUDING THE OBLIGATION TO REPAIR AND REPLACE SET FORTH ABOVE. NO AGREEMENT VARYING OR EXTENDING THE FOREGOING WARRANTIES, REMEDIES OR THIS LIMITATION WILL BE BINDING UPON WESTINGHOUSE. UNLESS IN WRITING AND SIGNED BY A DULY AUTHORIZED OFFICER OF WESTINGHOUSE. THE WARRANTIES STATED HEREIN ARE NOT TRANSFERABLE AND SHALL BE FOR THE BENEFIT OF THE ORIGINAL PURCHASER ONLY.

NO OTHER WARRANTIES

Your Westinghouse Warranty gives you specific legal rights, and you may also have other rights that vary from state to state. Some states do not allow the exclusion or limitation of incidental or consequential damages so this limitation or exclusion may not apply to you.

These are the only written warranties applicable to the High Efficiency Gas Water Heater manufactured and sold by Westinghouse. Westinghouse neither assumes nor authorizes anyone to assume for it any other obligation or liability in connection with said High Efficiency Gas Water Heater. Westinghouse reserves the right to change specifications or discontinue models without notice.