

# LIMITED LIFETIME WARRANTY

## SMART INDIRECT WATER HEATER

### 1- LIMITED ONE YEAR WARRANTY ON ALL SMART INDIRECT WATER HEATER COMPONENT PARTS.

TRIANGLE TUBE/PHASE III® Co. Inc. hereby warrants the Smart Indirect water heater when properly registered with our factory at the time of purchase (as set forth below) to be free from defects in material or workmanship. Triangle Tube/Phase III® will repair or, at its option, replace the component part.

### 2- RESIDENTIAL INSTALLATION - second year and beyond (one or two family dwellings, or buildings with separate water heaters for each unit, providing the original consumer purchaser must reside on a permanent basis).

#### a- LIMITED LIFETIME FOR THE TANK ASSEMBLY

TRIANGLE TUBE/PHASE III Co, Inc. further warrants to the original user, that the Smart Indirect water heater tank assembly, consisting of the outer steel shell and inner stainless steel tank, shall be free of leaks during normal use and service. In the event that a leak should develop in the tank assembly due to defective material or workmanship, we will replace the water heater with the nearest comparable model available at the time of replacement or repair same at our sole option and at no cost to the original user except as set forth below.

### 3- COMMERCIAL INSTALLATION - Six years non prorated, water heaters used in a commercial setting shall mean any usage not falling within the definition of a "residential" setting.

#### a- SIX YEAR LIMITED WARRANTY

TRIANGLE TUBE/PHASE III Co, Inc. further warrants to the original user that the Smart Indirect water heater tank assembly, consisting of the outer steel shell and inner stainless steel tank, shall be free of leaks during normal use and service for a period of six (6) years from the date of the installation. In the event that a leak should develop and occur within this limited warranty period due to defective material or workmanship, we will replace the water heater with the nearest comparable model available at the time of replacement or repair same at our sole option and at no cost to the original user except as set forth below.

### 4- OWNER'S RESPONSIBILITIES:

Owners are responsible for selecting a qualified service provider in addition to,

- a. Following all instructions enclosed with the product.
- b. Retaining all bills of sale or receipts for proof of proper installation.
- c. Providing copies of all service and regular maintenance records.
- d. Contacting your installer or dealer as soon as any problem or defect is noticed.

#### - OTHER

In the event of use with a steam-boiler, Triangle Tube/Phase III's

warranty to the original user of the Smart Indirect water heater shall apply in the same terms as described above, but shall be limited to a period of five (5) years from the date of the installation whether a leak and/or other defects are claimed.

### 5- EXCLUSIONS AND LIMITATION

#### THIS WARRANTY IS NOT TRANSFERABLE AND SHALL APPLY ONLY IF:

- a- The Smart Indirect water heater is correctly installed by a qualified heating or plumbing contractor whose principal occupation is the sale and installation of plumbing, heating and/or air conditioning equipment and the product is installed and/or operated according to national, state or local plumbing, housing or building codes and to the installation and/or operating instructions contained in the installation manual provided with the unit.
- b- The Smart Indirect water heater is operated within the factory calibrated limits of temperature and pressure, and equipped with a new temperature pressure relief valve at the time of installation bearing the listing of American Society of Mechanical Engineers (A.S.M.E).
- c- Has been **serviced** on a periodic basis, **at least once a year**, to assure that it is working properly and has had all repairs performed on it, as and when needed, by an experienced and qualified heating mechanic, registered plumber or oil dealer serviceman.
- d- The Smart Indirect water heater must be registered within 30 days of installation.

In some states, registration is not required, but proof of installation is required.

#### THIS WARRANTY IS VOID AND SHALL NOT APPLY IF:

1. The failure or malfunction results from improper or negligent operation, accident, abuse, freezing, misuse, fire, flood, or act of God, unauthorized alteration or **improper repair or maintenance**; or
2. The failure or malfunction results from failure to keep the tank full of potable water, free to circulate at all time and with the tank free of damaging water sediment or scale deposits; or
3. Potable water is used in the unit with a chloride or chlorine content higher than 150 mg/liter (see and contact your local water distributor or supplier); or
4. Your home contains any type of water softener system and the unit is not **installed and maintained** in accordance with the manufacturer specifications; or
5. A non metallic piping without an oxygen absorption barrier is used; or
6. Any leaks originating at the piping connections located at the top of the tank result in an outer tank leak.
7. The water heater is used for non-potable applications such as pool or process heating; or

8. The unit is used outside the United States, its territories or possessions, or Canada; or
9. The failure or malfunction occurs on a component, control, air vent or component part not solely manufactured by Triangle Tube/Phase III®.
10. The water heater was purchased from an unauthorized dealer or online retailer.
11. **The Warranty does not cover:**
  - a. Production of noise, taste, odors, discoloration, accident or rusty water.
  - b. Incidental property damage, loss of use, inconvenience or other incidental or consequential costs.
  - c. Normal wear and tear.
  - d. Performance problems caused by improper sizing of the water heater, expansion device, or piping.
  - e. Tank failures (leaks) caused by operating the water heater in a corrosive or contaminated atmosphere.
  - f. Water heaters moved from the original installation location.
  - g. Water heaters that have had their rating labels removed.
  - h. Water heaters used in steam boiler applications with pressures exceeding 10 psi.
  - i. Damages, malfunctions, or failures caused by subjecting the tank to pressures greater than those on the rating label.
12. **The failure or malfunction is the result of leakage/corrosion due to improper use of thread sealant and/or pipe fittings and fixtures with non ANSI standard threads.**

**TRIANGLE TUBE/ PHASE III® SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES whether arising out of breach of warranty, breach of contract or otherwise.**

#### **6- SHIPPING - ASSEMBLY - INSTALLATION**

Any and all costs required to disassemble, remove, ship, reassemble and reinstall a Smart Indirect water heater or part there of **ARE NOT COVERED** under this warranty and shall be borne by original user. Deliveries under this warranty may be contingent upon Triangle Tube/Phase III® receiving shipments of equipment from outside the United States and Triangle Tube/Phase III® shall not be liable for any failure or delay in delivery due to any cause beyond its control.

#### **7- GENERAL PROVISIONS**

For prompt warranty service, notify the installer who, in turn, will notify the Triangle Tube distributor from whom he purchased the water heater. If the original user cannot provide proof of purchase, the warranty shall begin from the date of manufacture as indicated by serial number. Any replacement under the Limited Six Year Warranty (Commercial Installation) shall only carry a warranty for unexpired portion of the original warranty.

**ALL THE WARRANTIES IMPLIED BY STATE LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY LIMITED TO THE DURATION OF THE LIMITED ONE YEAR AND FIRST YEAR WARRANTY SET FORTH ABOVE. Some states do not allow limitations on how long an implied**

**warranty lasts, so the above limitations may not apply to you.**

- A) *In order to gain coverage under this warranty the consumer is required to register online within thirty (30) days of purchase. (For first occupants of a new home, the date of closing should be deemed the date of purchase)*

**THIS EXPRESSED WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, GUARANTEES, AGREEMENTS, AND SIMILAR OBLIGATION OF MANUFACTURER WITH RESPECT TO THE REPAIR OR REPLACEMENT OF ANY SAME OR SIMILAR PRODUCT. TRIANGLE TUBE/PHASE III® NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ITS PRODUCT.**

**Any and all descriptions, specifications, instructions, drawings, samples or models furnished to the original user do not constitute express warranties.**

This is our exclusive written warranty. It gives you specific legal rights, but you may also have other rights which vary from state to state.

#### **How to register my Triangle Tube product:**

1. To register your product please visit [www.triangletube.com](http://www.triangletube.com).
2. Click on the "services" tab on the upper right-hand corner.
3. Then select Product Registration.