EXCLUSIVE WARRANTY – LIMITATION OF LIABILITY

This Limited Warranty is the only Warranty for this unit given by Rheem Canada Ltd./Ltee. No one is authorized to make any other warranties on behalf of Rheem. ANY IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, SHALL NOT EXTEND BEYOND THE APPLICABLE WARRANTY PERIODS SPECIFIED PREVIOUSLY. RHEEM'S SOLE LIABILITY, WITH RESPECT TO ANY DEFECT, SHALL BE AS SET FORTH IN THIS LIMITED WARRANTY, AND ANY CLAIMS FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGE FROM WATER LEAKAGE) ARE EXCLUDED.

We suggest you immediately complete the information below and retain this Certificate of Limited Warranty in the event warranty service is needed. Reasonable proof of the date of installation of your commercial water heater or commercial storage tank may be required to establish its "in-warranty" status. Otherwise, the Effective Date of this Limited Warranty will be the date of manufacture of your commercial unit plus ninety (90) days.

DO NOT RETURN THIS DOCUMENT TO RHEEM. KEEP IT WITH YOUR COMMERCIAL WATER HEATER OR BUSINESS RECORDS.

Name of Owner/Business Location where this Commercial Unit is Installed:
Commercial Unit Installation Address:
Date Commercial Unit was Installed:
Name of Plumber/Mechanical Contractor – Installer:
Address of Plumber/Mechanical Contractor – Installer:
Telephone Number of Plumber/Mechanical Contractor – Installer:
Complete Model Number of Commercial Unit:
Complete Serial Number of Commercial Unit:

Rheem Canada Ltd./Ltee 125 Edgeware Road, Unit 1 Brampton, ON L6Y 0P5 Important Telephone Numbers: Rheem Warranty Department (800) 263-8342

E-Mail Address – <u>canwrnty@rheem.com</u> Rheem Technical Service Department (800) 432-8373

E-Mail Address - techserv@rheem.com

Certificate of Limited Warranty





THIS LIMITED WARRANTY APPLIES TO RHEEM-RUUD COMMERCIAL GAS OR ELECTRIC WATER HEATERS AND COMMERCIAL GLASS LINED STORAGE TANKS

LIMITED WARRANTY
This Limited Warranty applies to Rheem[®]-Ruud[®] Commercial Gas or Electric Water Heaters and Commercial Glass Lined Storage Tanks

GENERAL

This Limited Warranty is only available to the original owner of this commercial water heater or commercial storage tank. It is not transferable. There are no rights, warranties, or conditions, express or implied, statutory or otherwise, other than those contained herein. If any portion of this Limited Warranty is held invalid, the balance shall, notwithstanding, continue in full legal force and effect. This Limited Warranty is the only warranty, which applies to the extent permitted by applicable law.

Rheem Canada Ltd./Ltee. (Rheem) warrants this Rheem-Ruud commercial water heater or Rheem-Ruud commercial storage tank, and its component parts, to be free from defects in materials and workmanship, under normal use and service, for the Applicable Warranty Period. At its option, Rheem will repair or replace the defective commercial water heating product, or defective component part(s), in accordance with the terms of this Limited Warranty, if it fails in normal use and service during the Applicable Warranty Period. The replacement commercial water heater or commercial storage tank must be manufactured by Rheem. The replacement component part(s) must be Rheem authorized component part(s). The replacement commercial unit will be warranted only for the unexpired portion of the original commercial unit's Applicable Warranty Periods.

This Limited Warranty is governed by and will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The Seller and Purchaser hereby each attorns to the jurisdiction of the courts of the Province of Ontario with respect to any dispute under this Limited Warranty.

EFFECTIVE DATE

The Effective Date of warranty coverage (or the beginning of the Applicable Warranty Periods) is the date of installation of the commercial water heater or commercial storage tank, if properly documented. Otherwise, it is the date of manufacture of the commercial unit plus ninety (90) days.

APPLICABLE WARRANTY PERIODS

The Applicable Warranty Period for the tank is three (3) years from the Effective Date. The Applicable Warranty Period for the component parts is one (1) year from the Effective Date.

WARRANTY EXCLUSIONS

This Limited Warranty will **not** cover:

- a) Service trips to the installation site to teach you how to install, use, or maintain this commercial water heater or commercial storage tank - or to bring the commercial unit's installation into compliance with local building codes or regulations.
- b) Damages, malfunctions, or failures resulting from failure to install the commercial water heater or commercial storage tank in accordance with applicable building codes/ordinances or good plumbing and electrical trade practices.
- c) Damages, malfunctions, or failures resulting from improper installation or failure to operate and maintain the commercial water heater or commercial storage tank in accordance with the manufacturer's instructions
- d) Performance problems caused by improper sizing of the commercial water heater or commercial storage tank or (pertaining to gas models) the gas supply line, the venting connection, or combustion air openings or (pertaining to electric models) electric service voltage, wiring, or fusing.
- e) Damages, malfunctions, or failures caused by improper conversion from natural gas to LP gas or LP gas to natural gas fuel source.
- Damages, malfunctions, or failures caused by operating the commercial water heater or commercial storage tank with the anode rod removed or with modified, altered, or unapproved parts installed.
- g) Damages, malfunctions, or failures caused by abuse, accident, fire, flood, freeze, lightning, acts of God, and the like.
- h) Tank failures (leaks) caused by operating the commercial water heater or commercial storage tank in a corrosive or contaminated atmosphere.
- Damages, malfunctions, or failures caused by operating the commercial water heater or commercial storage tank with an empty, or partially empty, tank (also known as "dry firing").
- Damages, malfunctions, or failures caused by operating the commercial unit at water temperatures exceeding the maximum setting of the operating, or high limit, control.
- k) Tank failures caused by operating the commercial water heater or commercial storage tank when it is not supplied with potable water, free to circulate at all times.
- Damages, malfunctions, or failures caused by subjecting the tank to pressures, or firing rates, greater than those shown on the rating label.
- m) Damages, malfunctions, or failures resulting from the use of any attachment, including any energy saving device, not authorized by Rheem.
- n) Commercial units installed outside the Dominion of Canada and the United States of America.
- o) Commercial units moved from their original installation site.
- p) Commercial units that have had their rating labels removed, altered, or tampered with. A commercial water heater or commercial storage tank should not be operated if the rating label has been removed.

LABOUR, SHIPPING, AND PROCESSING COSTS

This Limited Warranty does not cover any labour expenses for service, repairs, reinstallation, permits, or removal and disposal of the failed commercial water heater or commercial storage tank, or defective component part(s). All such expenses are your responsibility.

Rheem will pay the transportation costs for an "in-warranty" replacement commercial water heater, or an "inwarranty" replacement commercial storage tank, or "in-warranty" replacement component part(s), to a convenient delivery point (selected by Rheem) near the place the original product is located: such as a local Rheem water heater distributor. You must pay any local freight charges, including the cost of returning the failed product(s) to a convenient shipping location (selected by Rheem) such as a local Rheem water heater distributor.

Rheem does not authorize, recommend, or receive any benefit from any claims processing or similar fees charged by others to process warranty claims for any Rheem-Ruud commercial water heating equipment or component part(s). Rheem will not reimburse any party for these, or any other fees not specifically covered in this Limited Warranty document.

HOW TO OBTAIN WARRANTY CLAIM ASSISTANCE

Any claim for warranty assistance must be made promptly. First, determine if your commercial water heater or commercial storage tank is "in-warranty" (that is, within the Applicable Warranty Period). You can determine your commercial unit's warranty status by adding its Applicable Warranty Period to its date of installation. However, if you do not have documentary proof of your commercial unit's date of installation, your commercial unit's warranty status will be based on its date of manufacture. The first four digits of the commercial unit's serial number represent the month and year it was manufactured. Add the Applicable Warranty Period plus ninety (90) days to the date of manufacture to determine whether the commercial water heater is still covered by this Limited Warranty. You may also contact the Rheem Warranty Department for assistance at telephone number 1-800-263-8342 or at the e-mail address - canwrnty@rheem.com.

If your commercial water heater or commercial storage tank is "in-warranty", contact the plumber, or mechanical contractor, that installed it for assistance with the warranty repairs, or replacement, required. You may also select any other local plumber, or mechanical contractor, familiar with Rheem-Ruud commercial water heating equipment to help you. The Rheem Technical Service Department is also available to assist you by telephone (at 1-800-432-8373) or via e-mail (at techserv@rheem.com). Be prepared to provide the plumber, mechanical contractor, or Rheem Technical Service person you contact with the complete model number, the complete serial number, and the date of installation of your commercial water heater or commercial storage tank in addition to an explanation of your commercial water-heating problem.

If an exact replacement is not available. Rheem will provide you with the current model of your commercial water heater, commercial storage tank, or component part(s) or a replacement unit with comparable operating features. If government regulations or industry certification or similar standards require the replacement commercial water heater, replacement commercial storage tank, or replacement component part(s), to have features not found in the defective commercial water heater, defective commercial storage tank, or the defective component part(s), you will be charged for 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 replacement new commercial water heating equipment, you will also receive a complete new Limited Warranty (with the full Applicable Warranty Periods) for the replacement new commercial water heater or replacement new commercial storage tank.

DO NOT DESTROY, OR DISPOSE OF, ANY RHEEM-RUUD "IN-WARRANTY" FAILURE COMMERCIAL UNIT. OR "IN-WARRANTY DEFECTIVE COMPONENT PARTS, WITHOUT AUTHORIZATION FROM THE RHEEM WARRANTY DEPARTMENT. Rheem reserves the right to inspect, or require the return of, the failed commercial water heater, failed commercial storage tank, or the defective component part(s), Each "in-warranty" failure commercial water heater or commercial storage tank must be made available to Rheem (with the rating label and all the component parts intact) in exchange for the replacement commercial water heater or replacement commercial storage tank. Each defective "in-warranty" component part to be replaced must be returned to Rheem in exchange for the replacement component part.

Warranty compensation is subject to validation of "in-warranty" coverage by Rheem Warranty Department person-

- To obtain warranty compensation for an "in-warranty" commercial water heater or "in-warranty" commercial storage tank failure, you must provide Rheem with: (at Rheem's option) either the failed commercial water heating product (with the rating label and all the component parts intact) or the complete original rating label (photocopies are not acceptable) removed from the failed commercial water heater or failed commercial storage tank; the complete model number and the complete serial number of the Rheem-Ruud commercial water heater or the Rheem-Ruud commercial storage tank that replaced the failed unit; and, the date the original commercial unit failed. You may also be required to provide documentary proof of the failed commercial water heater's or failed commercial storage tank's date of installation to establish its "in-warranty" status.
- To receive warranty compensation for an "in-warranty" defective component part, you must provide Rheem with: the defective component part; the complete model number and the complete serial number of the Rheem-Ruud commercial unit from which the defective component part was removed; and, the date the defective component part failed. You may also be required to provide documentary proof of the date of installation of the Rheem-Ruud commercial unit from which the defective component part was removed - or the date of purchase of the part (if it was purchased separately) - to establish the "in-warranty" status of the defective component part.

Warranty claim documentation should be mailed promptly to Rheem Canada Ltd./Ltee., Warranty Department, 125 Edgeware Rd., Unit 1, Brampton, Ontario L6Y 0P5.

(CONTINUED ON REVERSE)