

Slant/Fin[®]

INDIRECT WATER HEATERS

LIMITED WARRANTY FOR SLANT/FIN CORP. INDIRECT-FIRED WATER HEATER

Your Slant/Fin indirect-fired water heater is protected by these warranties.
These warranties are applicable to original residential or commercial purchasers only.

THE FOLLOWING 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 SLANT/FIN CORP.'S NEGLIGENCE, ACTUAL OR IMPUTED.

THE REMEDIES OF THE ORIGINAL PURCHASER SHALL BE LIMITED TO THOSE PROVIDED HEREIN TO THE EXCLUSION OF ANY OTHER REMEDIES INCLUDING WITHOUT LIMITATION, SPECIAL, INDIRECT, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO PROPERTY DAMAGE, LOST PROFIT, OR DAMAGES ALLEGED TO HAVE BEEN CAUSED BY ANY FAILURE OF SLANT/FIN CORP. SLANT/FIN CORP. TO MEET ANY OBLIGATION UNDER THIS AGREEMENT INCLUDING THE OBLIGATION TO REPAIR AND REPLACE SET FORTH BELOW.

NO AGREEMENT VARYING OR EXTENDING THE FOREGOING WARRANTIES, REMEDIES, OR THIS LIMITATION WILL BE BINDING UPON SLANT/FIN CORP. UNLESS IN WRITING AND SIGNED BY A DULY AUTHORIZED OFFICER OF SLANT/FIN CORP. SLANT/FIN CORP. DOES NOT ASSUME OR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ITS PRODUCTS.

THIS WARRANTY EXTENDS ONLY TO THE FIRST (ORIGINAL) RETAIL PURCHASER OF THE TANK AND ONLY WHILE THE TANK IS OWNED BY THAT PURCHASER AND REMAINS AT ITS ORIGINAL LOCATION. CHANGE IN OWNERSHIP OR RELOCATION OF THE TANK SHALL FORTHWITH TERMINATE THIS WARRANTY WITHOUT FURTHER NOTICE.

WARRANTY COVERAGE FOR RESIDENTIAL USAGE - 7 YEARS

The Warranties listed in this section shall apply to Slant/Fin Corp. indirect-fired water heaters used in a residential setting by **original purchasers only**. A "residential setting" as used herein shall mean usage either (a) in a single family dwelling in which the original consumer purchaser of the indirect-fired water heater resides on a permanent basis or (b) in a multiple family dwelling provided that such indirect-fired water heater services only one family unit in a multiple family dwelling; provided that the term "residential setting" shall not include any usage of the indirect-fired water heater above 150 degrees Fahrenheit.

During the specified warranty period of the indirect-fired water heater, Slant/Fin Corp. will repair or replace, at its option, without charge, any indirect-fired water heater having a defect or malfunction that results in a water leak from the outside jacket, inner tank, or heat exchanger as a result of normal use and service. It is expressly agreed between Slant/Fin Corp. and the original residential purchaser that repair or replacement is the exclusive and sole remedy of the original purchaser.

Any claim under this warranty must be verified by an authorized Slant/Fin Corp. representative: if the claim is found to be valid, SLANT/FIN CORP. will repair or replace the tank as set forth herein, within a reasonable time after verification. If Slant/Fin Corp. chooses in its discretion to repair any indirect-fired water heater for which there is a valid warranty claim, Slant/Fin Corp. shall provide parts that are compatible with the subject indirect-fired water heater, which parts need not be identical to the original. If Slant/Fin Corp. chooses, in its discretion, to replace any indirect-fired water heater for which there is a valid warranty claim, Slant/Fin Corp. shall replace the subject indirect-fired water heater with the same model or, if such model is not available, with a model which is, in Slant/Fin Corp.'s reasonable judgment, the nearest compatible model available at the time of replacement.

If Slant/Fin Corp. is unable to repair or replace or otherwise comply with its liability under these warranties, after a reasonable number of attempts, then the original consumer purchaser's sole and exclusive remedy for such breach shall be either a replacement product or a full refund of the purchase price (exclusive of freight, labor and installation), as determined by Slant/Fin Corp..

If the original purchaser cannot provide proof of purchase then SLANT/FIN CORP. may request proof of residency dating back to the date of manufacture of the tank. In such case the warranty period will begin from the date of manufacture as determined by the tank serial number.

WARRANTY COVERAGE FOR COMMERCIAL USAGE - (THREE YEARS)

The warranties listed in this section shall apply to Slant/Fin Corp. indirect-fired water heaters used in a commercial setting by original consumer purchasers only. A "commercial setting" as used herein shall mean any usage not falling within the above definition of a "residential setting". An indirect-fired water heater shall be deemed to be used in a "commercial setting" if at any time it is operated at a temperature above 150 degrees Fahrenheit.

If at the time of a request for service the original business purchaser cannot provide a copy of the original sales receipt, installation bill, or equivalent document, then the warranty period for the indirect-fired water heater shall be five (3) years from the date of manufacture of the indirect-fired water heater as determined by the tank serial number.