

# PEERLESS® PARTNER® PV SERIES INDIRECT FIRED WATER HEATER 10/2 LIMITED WARRANTY

## 5/2 LIMITED WARRANTY for PV80 and PV120 Ten (or 5) Year Limited Tank Replacement Policy Two Year Limited Tank Replacement Labor Allowance One Year Limited Parts Warranty

PB Heat, LLC, (hereinafter called the company) offers the following Limited Tank Replacement Policy, Limited Tank Replacement Labor Allowance, and Limited Parts Warranty to the original purchaser/owner of this stone-lined **Peerless® Partner® PV Series indirect** water heater. These warranties are not transferable beyond the original purchaser/owner and are not valid if the tank is removed from initial installation site. THIS WARRANTY SPECIFICALLY EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, AS WELL AS ANY PERFORMANCE WARRANTY. The Company reserves the right to require proof of purchase and inspection and/or testing of tank as a condition of these warranties.

### LIMITED TANK REPLACEMENT POLICY

#### DURATION:

1. **STANDARD DURATION:** (10) years from the date of manufacture as indicated by the serial number. Exceptions: (5) years for the PV80 and PV120 and see Limitations below.
1. **OPTIONAL LIFETIME DURATION:** (available to residential, single family homes only) (Not available for the PV80 and PV120). For as long as the original purchaser owns the home in which the **Peerless® Partner® PV Series** was originally installed. Optional Lifetime replacement Policy is not effective unless **PB Heat, LLC** receives completed registration card and payment within 30 days of purchase (see cover for details).

**IF NO CARD IS RETURNED OR PAYMENT RECEIVED, THE REPLACEMENT POLICY WILL BE THE STANDARD 10-YEAR WARRANTY AND WILL BEGIN FROM THE MANUFACTURED DATE INDICATED BY THE SERIAL NUMBER ON THE TOP PERFORMER.**

**COVERAGE:** Replacement policy covers only the storage tank for leaks caused by the corrosive effects of water under normal and proper use. Recovery under the terms of this agreement is subject to prior approval by the company. The tank replacement policy excludes any performance warranty or any warranty implied or specific of merchantability and fitness for its intended use.

**COMPANY OBLIGATION:** Repair of the original tank or replacement of the entire heater with a new comparable model is at the option of the company and constitutes the fulfillment of **ALL** obligations of the Company hereunder. In replacing or repairing the tank, the company reserves the right to make such changes in details of design, construction or material as shall in their judgment constitute an improvement of former practices.

**REPLACEMENT:** When a replacement is made under the terms of this policy, the replacement unit will have a policy of replacement and labor allowance only for the remaining time under the original policy. The Company reserves the right to require the return of the defective unit at the expense of the purchaser.

**LIMITATIONS:** The duration of the tank replacement policy on the tank assembly shall be reduced to a period of five years if (1) the purchaser is a business, partnership or corporation, or if (2) the **Peerless® Partner® PV Series** is used for a commercial, institutional, industrial, non-residential or multi-application. All repairs or replacements will be made F.O.B. the company. The purchaser must pay for transportation service, labor, installation, administrative fees or other costs involving the repair or replacement of such part.

**YOUR ACTION:** When you discover a defect, immediately notify the dealer from whom the heater was purchased. If you cannot locate the dealer, contact the Company.

**TWO YEAR LIMITED TANK REPLACEMENT LABOR ALLOWANCE:** The Company shall pay up to a maximum of \$200, for the labor to exchange a tank that is leaking due to the corrosive effects of water within two years from date of installation.

This labor allowance is for tank replacement only, and not for any service work on the heater such as cleaning of the heat exchanger (due to the build-up of calcium or other minerals or metals), leakage from plumbing connections, relief valves, heat exchanger gaskets, thermostats, or any other component of the heater. This labor must be performed by a qualified installer. Proof of labor costs may be required as a condition of payment of the Tank Replacement Labor Allowance.

**LIMITATION:** All other repairs or replacements will be made F.O.B the Company. The purchaser must pay for all transportation, service, labor, installation, administrative fees or other cost involving the repair or replacement of such component parts.

**YOUR ACTION:** When you discover a defect, immediately notify the dealer from whom the heater was purchased. If you cannot locate the dealer, contact the Company.

**LIMITED PARTS WARRANTY**

**DURATION:** The warranty is effective for (1) year beginning with the date of original purchase. This warranty shall begin from the date of manufacture as indicated by the serial number.

**COVERAGE:** The warranty covers any component part of the **Peerless® Partner® PV Series** water heater proven to be defective in workmanship or material. Recovery under the terms of this agreement is subject to prior approval by the company.

**COMPANY OBLIGATION:** The warranty covers any component of the **Peerless® Partner® PV Series water** heater proven to be defective in workmanship or material. Recovery under the terms of this agreement is subject to prior approval by the Company.

**EXCLUSIONS AND LIMITATIONS**

Limited Warranty and Tank Replacement Policy are valid only if you comply with the following conditions and limitations:

1. The **Peerless® Partner® PV Series** must be correctly installed according to the installation manual provided with the unit and all applicable local and national codes.
1. The unit must be operated within the factory calibrated temperature limits and water pressure not exceeding 150 psi.
2. Any failure or malfunction that results from improper or negligent operation, accident, abuse (including freezing), misuse, unauthorized alteration or improper maintenance is specifically excluded.
3. Any failure or malfunction that results from failure to keep the tank full of potable water, free to circulate at all times; and free of damaging water sediment or scale deposits is specifically excluded. In areas where adverse water conditions are suspected (i.e. calcium and other minerals), it is essential that the water be tested and appropriate action be taken to prevent damage to the Peerless® Partner® PV Series tank. It may be necessary to remove the heat exchanger for cleaning to maintain maximum performance in poor water areas. **Diminished performance due to the build-up of calcium or other minerals, metals, or deposits on the heat exchanger is specifically excluded from the coverage of these warranties.**
4. This Limited Warranty and Tank Replacement Policy specifically exclude any implied warranty of merchantability or of fitness for any particular purpose, as well as any performance warranty.

**IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER.** Some states do not allow the exclusion or limitation of implied warranties or of liability for incidental or consequential damages, so the above limitation(s) or exclusion(s) may not apply to you.

**SPECIFIC LIMITATIONS:** If any provision or part of this warranty is declared invalid the remaining provisions (or parts thereof) shall remain in full force and effect. This is the only warranty for this heater made by the Company. It does not authorize Company representatives or other persons to vary the terms of this warranty or to assume for the Company any other obligations or liabilities with respect to this product.