

Exclusions

Please refer to the Installation Manual and Use & Care Manual supplied with your new Eccotemp Systems product. This Limited Warranty becomes null and void if any of the following are determined to be a contributing factor by Eccotemp to the failure of the product:

1. Abuse, misuse, alteration, neglect or misapplication.
2. Improper, dangerous, destructive maintenance procedures or inadequate maintenance.
3. Damages caused by services performed by servicers other than Eccotemp Systems.
4. Installation in a corrosive or otherwise destructive environment.
5. Damage as a result of freezing within the unit or surrounding piping.
6. Scale buildup.
7. Incorrect gas or water pressure.
8. Acts of force Majeure.
9. Damage as a result of use with non-portable, untreated or poorly treated well water, or water with high PH levels or hardness levels in excess of 12 grains per gallon (200mg/L).
10. Incorrect sizing for the application.
11. Products with original serial numbers that have been removed or altered and cannot be readily determined.
12. Acts of God including, but not limited to; fire, flood, or nature disaster.

This Product is not to be used as a pool or spa heater.

In the event of an Eccotemp Systems recognized defect, malfunction, or failure to conform to this Warranty and based upon Eccotemp approval of warranty claim, Eccotemp Systems, at its sole and absolute discretion, will settle the warrant claim of such defect, malfunction, or failure to conform to this Warranty. In order to make a claim under this Warranty, The Owner must notify Eccotemp of the failure of the Product to conform to this Warranty.

Under this Warranty, Eccotemp Systems will only provide replacement parts as described in the "Limited Warranty Period". The Owner will be responsible for any cost incurred including labor costs for servicing the unit, shipping, delivery, and handling of the replacement part, cost for permits or materials necessary for the repair, or incidental costs resulting from damage external to the unit resulting from the failure.

NOTWITHSTANDING ANYTHING IN THIS WARRANTY TO THE CONTRARY, EXCEPT FOR ECCOTEMP SYSTEMS' AFFIRMATIVE OBLIGATIONS EXPRESSLY SET FORTH IN THIS WARRANTY, ECCOTEMP SYSTEMS DISCLAIMS ANY AND ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE PRODUCT AND ITS FUNCTIONALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR INTELLECTUAL PROPERTY RIGHTS. ECCOTEMP SYSTEMS DISCLAIMS ALL OTHER OBLIGATIONS OR LIABILITIES ON ITS PART AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR ECCOTEMP SYSTEMS AN OTHER LIABILITIES IN CONNECTION WITH THE PERFORMANCE OF THE PRODUCT. THIS WARRANTY ONLY COVERS REPLACEMENT PARTS AND DOES NOT COVER COST OF LABOR OR SERVICES UNDER ANY CIRCUMSTANCES.

This warranty only applies to the 50 states of the U.S.A and Territories of Canada. Eccotemp Systems shall not be liable for any claim or demand against Eccotemp Systems by any other part for damages of any kind, including, but not limited to incidental and consequential damages, arising out of the subject matter of this Agreement. Some States do not allow exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights. You may also have other rights that vary from State to State.



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