

LIMITED LIFETIME WARRANTY

Phase III® Indirect Water Heater

Consumer Information

1- LIMITED ONE YEAR WARRANTY ON ALL PHASE III® WATER HEATER COMPONENTS PARTS.

TRIANGLE TUBE/PHASE III® Co. Inc. hereby warrants the Phase III® 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)

a- LIMITED LIFETIME FOR THE TANK ASSEMBLY

TRIANGLE TUBE/PHASE III Co, Inc. further warrants to the original user, that the 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 - Limited 15 year

a- FIVE YEAR LIMITED WARRANTY

TRIANGLE TUBE/PHASE III Co, Inc. further warrants to the original user that the 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 five (5) years from the date of the purchase. 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.

b- ADDITIONAL TEN (10) YEAR LIMITED WARRANTY

TRIANGLE TUBE/PHASE III Co, Inc. further warrants to the original user that the tank assembly, consisting of the outer steel shell and inner stainless steel tank, shall be free of leaks during normal use and service for an additional period of ten (10) years. In the event that a leak should develop and occur within this limited warranty period due to defective material or workmanship, we will furnish a replacement water heater, with the nearest comparable model available at the time of replacement, upon payment by the original user of 65% of the suggested retail price at the time of replacement.

4- OTHER

In the event of use with a steam-boiler, Triangle Tube/Phase III's warranty to the original user of the 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 water heater is correctly installed and/or operated according to the installation and/or operating instructions contained into the installation manual provided with the units and
- b- The water heater is operated within the factory calibrated limits of temperature and pressure, and equipped with a new temperature pressure valve at the time of installation bearing the listing of American Society of Mechanical Engineers (A.S.M.E).

IMPORTANT

REGISTRATION

REQUIRED

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

BUSINESS REPLY MAIL

FIRST CLASS PERMIT NO. 318 BLACKWOOD NJ

POSTAGE WILL BE PAID BY ADDRESSEE

Triangle Tube/Phase III®
Warranty Registration Dept.
Freeway Center
1 Triangle Lane
Blackwood NJ 08012-9838

THIS WARRANTY IS VOID AND SHALL NOT APPLY IF:

1. The failure or malfunction results from improper or negligent operation, accident, abuse, freezing, misuse, 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. Portable water is used in the unit with a chloride or chlorine content higher than 60 mg/liter (see and contact your local water distributor or supplier);
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 tubing without an oxygen absorption barrier is used; or
6. The water heater is used for non-potable applications such as pool or process heating.
7. The unit is used outside the United States, its territories or possessions, or Canada; or
8. The failure or malfunction occurs on a component, control, air vent or component part not solely manufactured by Triangle Tube/Phase III®.
9. If the outer tank is exposed to oxygen contamination due to an open boiler loop system.

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. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the foregoing limitation or exclusion may not apply to you.

5- SHIPPING - ASSEMBLY - INSTALLATION

Any and all costs required to disassemble, remove, ship, reassemble and reinstall a water heater or part there of **ARE NOT COVERED** under this warranty and shall be borne by original user. Deliveries under this warranties 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.

6- 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 this action does not result in warranty service, contact TRIANGLE TUBE/PHASE III, Freeway Center, Blackwood, NJ 08012, with details in support of the warranty claim. This notification must include the user's name, address and the serial number of the water heater and proof of purchase. If the original user cannot provide proof of purchase, the warranty shall begin from the date of manufacture as indicated by serial number. In the event that the defect or leak appears after the expiration date of the Limited Five Year Warranty (Commercial Installation), the water heater shall be replaced only upon payment to TRIANGLE TUBE/PHASE III® of the percentage of the amount suggested retail price as set forth above. Any replacement under this Limited Warranty shall only carry a warranty for unexpired portion of the original Warranty.

ALL THE WARRANTIES IMPLIED BY STATE LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANT ABILITY 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 fill out and mail the attached warranty registration 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 EXPRESS 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.

Phase III® Hot Water Heater Warranty Registration

IMPORTANT: Registration required for complete warranty protection, fill and mail this card immediately.

Name: _____ **Model No.:** _____

Street: _____ **Serial No.:** _____

City: _____ **State:** _____ **Zip:** _____

Date Installation: _____ **Installed by:** _____
(Name of Firm)