



15-YEAR AquaPLEX® TANK LIMITED WARRANTY
MAXIM Gas, MAXIM Oil and MAXIM Gas/Oil

WHAT THIS LIMITED WARRANTY COVERS

When used for heating or storing potable water for domestic water heating purposes, this limited warranty covers defects in materials or workmanship of the storage tank and fire tube heat transfer surfaces that result in any of the following:

- Production of Rusty or Discolored Water
- Leaking
- Chloride Stress Corrosion Cracking
- Leaking due to Fireside Condensate Corrosion (condensing water heaters only)

TANK REPAIR LIMITED WARRANTY

For eight years from the start of this limited warranty, if the tank has a warranty-covered defect, PVI will repair the defect and bring the tank back to working condition. If, in the judgment of PVI, the tank cannot practically be repaired, this tank repair limited warranty will not be in force and the tank replacement limited warranty will be in force.

TANK REPLACEMENT LIMITED WARRANTY

For 15 years from the start of this limited warranty, if, in the judgment of PVI, a warranty-covered defect of the tank is not repairable, PVI will replace the tank with the then current equivalent model. The first eight years will be at no cost to the owner for the tank. No labor or freight will be authorized or paid by PVI.

From the beginning of the ninth year to the end of the 15th year from the start of this limited warranty, PVI will offer to sell the owner a new tank of the then current equivalent model.

The cost to the owner will be equal to the number of months in service from the date of start of this limited warranty, divided by the total number of months of this limited warranty, times the then current list price. At no point will the cost to the owner exceed 75% of the current list price. No labor or freight will be authorized or paid by PVI.

START OF LIMITED WARRANTY

FOR PRODUCTS WHERE FACTORY-AUTHORIZED START-UP IS REQUIRED: This limited warranty will begin at the time of start-up or six months from the date of shipment, whichever occurs first.

FOR PRODUCTS WHERE FACTORY-AUTHORIZED START-UP IS NOT REQUIRED: This limited warranty will begin 60 days from date of shipment.

GENERAL CONDITIONS

Under no circumstances will PVI pay for, or be responsible for, overtime pay (nights, weekends, or holidays) for the owner's convenience or desires. Labor cost covered by this warranty is limited to installations with normal access to the equipment. All additional cost resulting from uncommonly restrictive ingress or egress requiring intricate rigging and/or unusual building or machinery alterations will be the owner's responsibility.

Installation and operation must comply with all applicable federal, state, and local regulations, and must be in accordance with applicable instructions and limitations contained in the PVI installation and maintenance manual for the product. Normal maintenance and repair shall be performed by the owner. This limited warranty does not cover abuse or misuse of the product. This limited warranty is void if modifications are made to the product without the knowledge and consent of PVI. This limited warranty does not cover tanks or heaters used for non-domestic (process) applications or for non-potable or high-purity water. Separate warranties are provided for these applications.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND GUARANTEES, WHETHER EXPRESSED OR IMPLIED, INCLUDING STATUTORY WARRANTIES, SUCH AS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The sole and exclusive remedy is repair or replacement of defective products pursuant to the terms of this limited warranty. **IN NO EVENT SHALL PVI BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR CONTINGENT LIABILITIES OF ANY KIND, RESULTING FROM THE MANUFACTURE, SALE, INSTALLATION, OR USE OF THIS PRODUCT. SOME STATES DO NOT ALLOW LIMITATIONS ON INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ON THE LENGTH OF AN IMPLIED WARRANTY. THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.** In no event shall Seller's liability on any claim for damages arising out of or connected with the sales contract or the manufacture, sale, delivery, or use of the goods exceed the purchase price of the goods.

All legal actions for breach of this limited warranty, or the terms and conditions of the contract for sale of the product, must be commenced on or before the expiration of one year from the date of such breach. Otherwise, such action shall be considered barred by a period of limitations established by agreement. This limited warranty covers the first installation only. PVI shall be entitled to inspect the

Warranty claims should be presented through prompt telephone notification to PVI at toll-free 1-800-433-5654.