



## TEN-YEAR TANK LIMITED WARRANTY

for VERTICAL TUBE WATER HEATERS (for scale failure coverage, refer to warranty form PV563)

### PURPOSE

PVI is a customer-oriented company and our desire is customer satisfaction. PVI's purpose is to provide the user with protection against failure, which could occur during the time period detailed within this limited warranty.

### TANK REPAIR LIMITED WARRANTY

For five years from the start of this limited warranty, PVI will, if the tank produces rusty water or leaks, repair the tank so that it does not leak or produce rusty water.

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 ten years from the start of this limited warranty, if, in the judgment of PVI, the tank is not repairable, PVI will replace the tank with the then current equivalent model. The first five 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 sixth year to the end of the tenth 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. No labor or freight will be authorized or paid by PVI.

### LONG-LIFE SERVICE POLICY ON TANK LIMITED WARRANTY

If the long-life service policy is purchased and registered in PVI's warranty file, PVI will repair or replace the tank and pay for all freight and labor during the first five years from the start of this limited warranty. Subject to General Conditions.

### 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.

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

### 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 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 product prior to repair or replacement.