LIMITED WARRANTY
RESIDENTIAL TYPE WATER HEATER FOR INSTALLATION IN A SINGLE FAMILY DWELLING

A. WHO IS COVERED

State Industries, Inc., (herein collectively referred to as "Manufacturer") warrants only to the original consumer purchaser (hereinafter "Owner") of the water heater so long as he or she continuously occupies the single family dwelling in which this water heater is initially installed for the period specified below. This warranty is not transferable. The warranty is restricted to the water heater used in a single-family residence in Canada. This warranty is reduced to one year if the water heater is used in a commercial or industrial application, or if the water heater is used to supply more than one dwelling unit.

B. WHEN IT IS COVERED

The water heater is warranted only when it is installed, operated and maintained in accordance with the printed instructions accompanying the water heater. A water heater should be installed in such a manner that, if the tank or any connection thereto should leak, the resulting flow of water will not cause damage to the area in which it is installed. A water heater's temperature and pressure relief valve must be piped to the nearest drain to avoid damage in the event the valve is actuated. For detailed instructions read the manual accompanying the water heater and review drawings in the manual.

C. WHAT THE MANUFACTURER WILL DO AND THE PERIOD OF COVERAGE

WARRANTY PERIOD		
PRODUCT LINE	**TANK**	**PARTS**
GP8-40-YRPCSL, GP8-50-YXPCSL, GP8-40-HRPCSL, GP8-50-HXPCSL	8 YEARS	8 YEARS

1. **The Inner Tank** – If the inner tank leaks within the warranty period listed in the table after the original installation, Manufacturer will furnish a new water heater of Manufacturer's then prevailing comparable model. If industry standards, product improvements or product obsolescence prohibits Manufacturer from furnishing an identical model replacement water heater under this warranty, the Owner will be furnished with a new water heater of comparable capacity; however, the Owner will be charged for the additional value of the item(s) which Manufacturer has incorporated in the replacement water heater. A prior authorization number must be obtained from the Manufacturer before replacing the water heater.
2. **Component Part** – If any component part other than the inner tank proves to Manufacturer's satisfaction to be defective in material or workmanship within the warranty period listed in the table after the original installation, the Manufacturer will furnish the Owner with a replacement for the defective part(s).
3. **Return of Defective Water Heater and Component Parts** – Manufacturer reserves the right to examine the alleged defect in the water heater or component part(s), and it will be the Owner's obligation (See paragraph D.5) to return the water heater and/or component part(s) to the Manufacturer.
   a. When returning a water heater it must include all component parts and the data plate label.
   b. When returning component part(s), they must be individually tagged and identified with the water heater's product number, model number, serial number, date of purchase and date of installation.

D. WHAT THIS WARRANTY DOES NOT COVER

1. THE LIMITED WARRANTY STATED HEREIN IS IN LIEU OF ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED (WHETHER WRITTEN OR ORAL), INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
2. MANUFACTURER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR CONTINGENT DAMAGES OR EXPENSES, ARISING, DIRECTLY OR INDIRECTLY, FROM ANY DEFECT IN THE WATER HEATER OR THE USE OF THE WATER HEATER.
3. Manufacturer shall not be liable for any water damage arising, directly or indirectly, from any defect in the water heater or component part(s) or from its use.
4. This warranty shall have no effect if the following events occur:
   a. The water heater or any of its component parts have been subject to misuse, alteration, neglect or accident; or
   b. The water heater has not been installed in accordance with the applicable local plumbing and/or building code(s) and/or regulations or in their absence, with the current edition of the Natural Gas and Propane Installation Code (CAN/CSA-B149.1) and/or the Canadian Electrical Code; or
   c. The water heater is not installed, operated and maintained in accordance with the printed Manufacturer's instructions, including if the water heater has any additional aftermarket equipment introduced into the sealed system not approved by the manufacturer; or
   d. The water heater or any of its component parts are damaged or fails from operation with an empty or partially empty tank (such as, but not limited to elements burned out in a dry tank); or
   e. The water heater or any part has been under water; or
   f. The water heater is exposed to highly corrosive atmospheric conditions; or
   g. The water heater is not continuously supplied with potable water; or
   h. The water heater replacement is requested for reasons of noise, taste, odor, discoloration and/or rust; or
   i. The water heater is not operated within the factory calibrated temperature limits; or
   j. The water heater is supplied or operated with desalinated (deionized) water; or
   k. The water heater is supplied or operated with water not meeting the water quality requirements listed in the manual accompanying the water heater; or

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l. The water heater is removed from its original installation location; or
m. The water heater is installed outdoors (this water heater is intended only for indoor installation); or
n. The water heater is converted, or is attempted to be converted, from one voltage or wattage to another, if an electric water heater, or from one type gas to another, if a gas water heater; or
o. The water heater has not been fired at the factory rated input and fuel for which it was factory built; or
p. The water heater or any of its component parts fail due to sediment build-up; or
q. The water heater does not have installed a temperature and pressure relief valve, certified to ANSI Z21.22/CSA 4.4, "Requirements for Relief Valves for Hot Water Supply Systems"; or
r. The water heater or any of its component parts fail because of fire, floods, lightening, or any other act of God; or
s. The water heater is installed in a closed system without adequate provision for thermal expansion.

5. Except when specifically prohibited by the applicable provincial law, the Owner, and not the Manufacturer, shall be liable for and shall pay for all charges for labor or other expenses incurred in the removal, repair or replacement of the water heater or any component part(s) claimed to be defective or any expense incurred to remedy any defect in the product. Such charges may include, but are not necessarily limited to:
   a. All freight, shipping, handling and delivery costs of forwarding a new water heater or replacement part(s) to the owner.
   b. All costs necessary or incidental in removing the defective water heater or component part(s) and installing a new water heater or component part(s).
   c. Any material required to complete, and/or permits required for, installation of a new water heater or replacement part(s), and
   d. All costs necessary or incidental in returning the defective water heater or component part(s) to a location designated by the manufacturer.
6. The terms of this Limited Warranty cannot be modified by any person, whether or not he/she claims to represent or act on behalf of the Manufacturer.

E. HOW THE ORIGINAL OWNER CAN MAKE A WARRANTY CLAIM

1. The Owner should submit the warranty claim directly to Manufacturer's Service Department, at the address or phone number listed below, and Manufacturer will arrange for the handling of the claim and if valid, will give the Owner an authorization number which must appear on any document presented for warranty exchange.
2. Whenever any inquiry or request is made, be sure to include the water heater's product number, model number, serial number, date of purchase, date of installation, and location of installation.

This warranty and the Manufacturer's obligations shall be construed and determined in accordance with the laws of both the Province of Ontario, and of Canada in force therein. This Warranty does not affect specific legal rights of a consumer under applicable law, except to the extent that such rights may be waived or replaced, and the provisions hereof are deemed to be amended to the extent necessary. The unenforceability of any provision, in whole or in part, of this Certificate shall not affect the remaining provisions. Any and all repair and/or replacement of part(s) or Unit are the sole and exclusive remedy available against the Manufacturer.

FOR TECHNICAL ASSISTANCE, SERVICE OR WARRANTY INFORMATION
PHONE TOLL FREE: 800-365-0024
MONDAY THROUGH FRIDAY
8:00 AM to 6:00 PM EASTERN STANDARD TIME
OR
Write to:

State Water Heaters
500 Tennessee Waltz Parkway
Ashland City, TN 37015
OR
Visit our website: www.hotwater.com

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