

Limited Warranty

Eemax Electric MiniTank Heaters

Subject to the terms and conditions set forth in this limited warranty, each Eemax MiniTank Water Heater is warranted to the original owner ("Owner") against (i) mechanical or electrical failure of any component solely due to defects in materials or Manufacturer's workmanship for a period of two years from the date of original purchase and (ii) leaks solely due to defects in materials or Manufacturer's workmanship for the later of (x) five years from the date of original purchase or (y) the date of Owner's occupancy of a new dwelling in which the Eemax MiniTank Water Heater is installed. However, if Owner cannot document the original date of purchase with the original sales receipt, then the limited warranty period begins on the date the Eemax MiniTank Water Heater was manufactured. As Owner's sole and exclusive remedy, Manufacturer shall, at Manufacturer's sole election, either repair or replace the Eemax MiniTank Water Heater or the defective portion of such product. Manufacturer is not liable for any costs incurred by Owner, including, without limitation, the cost of any labor. Manufacturer's maximum liability is limited to the value of the water heater. This limited warranty shall be governed by the laws of the United States.

The limited warranty shall be the exclusive warranty made by Manufacturer and is made in lieu of all other warranties, statutory, expressed or implied (whether written or oral), including, but not limited to, warranties or merchantabilities and fitness for a particular purpose. Manufacturer expressly disclaims the implied warranties of merchantability and fitness for a particular purpose, as well as all other express or implied warranties not expressly provided herein. Owner's sole and exclusive remedy is product repair or replaced, as provided in this limited warranty, and all other claims for damages are expressly excluded.

The remedies set forth in this limited warranty are the only remedies available to Owner or any person for breach of any covenant, duty or obligation on the part of Manufacturer. Manufacturer is not liable to Owner or any third party for any loss, personal injury or property damage, directly or indirectly, arising from the Eemax MiniTank water heater. Under no circumstances is Manufacturer liable to Owner or any third party for incidental, consequential, special, contingent, or punitive damages of any description, whether any such claim be based upon warranty, contract, negligence, strict liability, or other tort, or otherwise.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to Owner. In such cases, the warranty shall be limited to one year from the original date of purchase or date of manufacture, as provided in this limited warranty, or the shortest period allowed by law. This warranty gives Owner specific legal rights and Owner may also have other rights which may vary from state to state.

EXCLUSIONS OF COVERAGE FROM THIS LIMITED WARRANTY

- 1) Manufacturer is not liable for any water damage or other damages arising, directly or indirectly, from any defect in the Eemax MiniTank Water Heater component part(s) or from its use.

- 2) Manufacturer is not liable under this limited warranty or otherwise if:
 - (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 regulation(s); or
 - (c) The water heater has not been installed or maintained in accordance with Manufacturer's printed instructions, or installed with improper orientation, improper fastening, improper use of pipe dope/plumbers putty or with the use of any non-Manufacturer approved sealant; or
 - (d) The water heater has not been continuously supplied with potable water or the water's inlet temperature is above Manufacturer's recommended maximum temperature; or
 - (e) The water heater experiences any water pressure or flow interruptions, normal inlet water pressure is outside of the published specification for the heater; is exposed to any condition that causes the heater to turn on before the air is purged from the heater also known as dry fire; or
 - (f) The water heater has been exposed to conditions resulting from floods, earthquakes, winds, fire, freezing, lightning, or circumstances beyond the Manufacturer's control; or
 - (g) The water heater has been removed from its original installation location; or
 - (h) The water heater has been used for other than the intended purpose.
- 3) Owner, and not Manufacturer or its agent/representative, is liable for and shall pay for all field charges for labor or other expenses incurred in the removal and/or repair of the water heater or any expense incurred by Owner in order to repair the water heater.

Subject to the terms and conditions set forth in this limited warranty, if the Eemax MiniTank Water Heater fails or leaks because of defects in materials or Manufacturer's workmanship during the applicable warranty period set forth above, Owner should contact Manufacturer for a Returned Merchandise Authorization (RMA). No returns will be accepted by Manufacturer without an RMA number and Manufacturer assumes no responsibility for a water heater returned without an RMA number. Water heaters should be wrapped and packaged securely to avoid shipping damage. All shipments of parts from the Manufacturer to the Owner to replace defective components shall be made via normal ground transportation. If expedited shipment is required, it will be provided at Owner's additional cost.