

- n. The water heater has not been fired at the factory rated input and fuel for which it was factory built; or
 - o. The water heater or any of its component parts fail due to sediment build-up; or
 - p. The water heater does not have installed a temperature and pressure relief valve, certified to ANSI Z21.22 and approved by the American Society of Mechanical Engineers; or
 - q. The water heater or any of its component parts are exposed to fire, floods, lightning, or any other act of Nature; or
 - r. The water heater is installed in a closed system without adequate provision for thermal expansion.
5. Except when specifically prohibited by the applicable state 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 STATE LAW MAY RELATE TO THIS WARRANTY

Some States do not allow limitations on how long an implied warranty lasts so the above limitation may not apply to you. Similarly, some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Further, this warranty gives you specific legal rights and you may also have other rights, which may vary from State to State.

- F.** If a failure of this water heater causes damage to property or injury to a person, it is the obligation of the person, insurance carrier or other entity intending to make a claim against the Company to retain the water heater in its condition at the time of the incident. Failure to do so may result in denial of a claim and will be deemed material and prejudicial spoliation of evidence. Damage or injury caused by improper installation, inadequate maintenance or other damage caused after the point of sale will not be the responsibility of the Company. For faster response times, home and building owners are encouraged to work with their homeowner or property insurance carrier before submitting a claim.

G. HOW THE ORIGINAL OWNER CAN MAKE A WARRANTY CLAIM

Use the contact information below 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.

FOR TECHNICAL ASSISTANCE, SERVICE OR WARRANTY INFORMATION

PHONE TOLL FREE: 1-800-527-1953

WEBSITE: www.hotwater.com

OR

Write to: A.O. Smith

**500 Tennessee Waltz Parkway,
Ashland City, Tennessee 37015.**