

Limited Commercial Gas Tankless Water Heater Warranty

1. The manufacturer warrants this product against defects in materials or workmanship as described in this document if installed within the United States or Canada. The manufacturer or its authorized Service Representative will, at its sole discretion, repair or replace any failed or defective mechanical or electrical parts, or components thereof, or, if the manufacturer or its authorized Service Representative cannot replace said parts, and repair is not commercially practicable, the manufacturer or its authorized Service Representative will refund the purchase price (less installation, shipping and other fees). The manufacturer may, at its sole discretion, use new, refurbished or reconditioned parts.
2. Warranty for all models:

| Application Type | Model | Heat Exchanger | Parts | Labor ¹ |
|---|--|------------------------|---------|--------------------|
| Commercial or Multi-Family Domestic Hot Water | ACT-199I-N ACT-199I-P ACT-199O-N ACT-199O-P ATIO-910-N ATIO-910-P ATIO-910-AN ATIO-910-AP | 6 years ⁽²⁾ | 5 years | 1 year |

(1) Limited Labor Coverage

- The manufacturer will provide for reasonable labor charges associated with warranty repairs or replacements within one (1) year from the date of purchase. Reasonable labor charges shall be determined in the sole discretion of the manufacturer and paid directly to the Service Representative or licensed plumbing professional.
- Warranty service must be performed by an authorized Service Representative. A list of authorized Service Representatives is available upon request.
- All warranty claims and warranty service must be authorized and approved by the manufacturer.

(2) Includes recirculation and storage tank applications with proper circulation pump control (e.g. aquastat and/or timer).

- Lack of a proper pump control will reduce the heat exchanger and parts warranty to 3 years.

3. General terms of limited warranty:

This limited warranty gives you specific legal rights, and you may also have other rights which vary from State to State.

The manufacturer will honor the warranty to the original retail buyer at the original location only, within the United States or Canada, and it is not transferable.

THIS WARRANTY COVERS ONLY FAILED MECHANICAL AND ELECTRICAL PARTS DUE TO FACTORY DEFECTS UNDER NORMAL USAGE FOR THE PRODUCT'S INTENDED PURPOSES AND WITHIN THE APPLICABLE PERIOD SPECIFIED IN THE TABLE ABOVE. ONLY DIRECT DAMAGES SHALL BE RECOVERABLE BY A CLAIMANT UNDER THIS LIMITED WARRANTY AND, IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT LIABILITY (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR OTHERWISE WILL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR INDIRECT CONSEQUENTIAL DAMAGES INCLUDING PROPERTY DAMAGE, PERSONAL DAMAGES, LOSS OF USE, OR INCONVENIENCE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

4. Limitation Duration of Implied Warranties:

ANY IMPLIED WARRANTIES ARISING UNDER STATE LAW, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, SHALL IN NO EVENT EXTEND PAST THE EXPIRATION OF ANY WARRANTY PERIOD HEREUNDER. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

5. THIS WARRANTY WILL NOT COVER THE FOLLOWING:

- Any product that is not installed by a licensed plumber, gas installer, or contractor.
- Damages due to accidents, abuse, misuse, improper installation, misapplication, or incorrect sizing.
- Damages due to fires, flooding, freezing, electrical surges, or any Acts of God.
- Damages due to unauthorized alterations, attachments, and/or repairs.
- Damages due to a lack of maintenance (e.g. water filter, water treatment system, vent blockage, etc.).
- Any product installed in an improper environment (e.g. corrosive, dusty, chemically contaminated, excessive lint, etc.).
- Freeze damage that occurs without taking proper preventive measures as described in the installation manual.
- Condensate damage due to improperly installed or lack of a condensate trap (drain).
- Any product not installed in compliance with all applicable local & provincial codes, ordinances, and good trade practices.
- Any product sold to or installed in areas outside of the fifty states (and the District of Columbia) of the United States of America and Canada.
- Any failures that are not due to defects in materials or workmanship (mechanical and/or electrical parts).
- Damages due to improper installation:
 - Gas: incorrect gas pipe sizing, incorrect gas meter sizing, incorrect gas type, and/or gas pressures that fall outside the product's specified range.
 - Water: incorrect water pipe sizing, water pressures that fall outside the product's specified range, recirculation flow rates that fall outside the product's specified range (air removal), and/or lack of proper methods of air removal in a closed-loop, circulation system. (See installation manual for details.)
 - Electric: supply power voltages that fall outside the product's specified range.
- Damages due to water quality:
 - Introduction of liquids other than potable water or potable water / glycol mixtures into the product.
 - Introduction of pool water, spa water, or any chemically treated water into the product.
 - Introduction of hard water measuring more than 4 grains per gallon (70 ppm) into the product.
 - Introduction of untreated or poorly treated well water into the product.
 - Introduction of water with pH levels less than 6.5 and greater than 8.5 into the product.

CLAIM PROCEDURE

Any claim under this warranty should be initiated with the dealer who sold the heater, or with any other dealer handling the warrantor's products. If this is not practical, the owner should contact: A. O. Smith Water Heaters, 500 Tennessee Waltz Parkway, Ashland City, Tennessee 37015. Phone: 1.877.737.2840 or visit our website: www.hotwater.com.

Replacement Parts may be ordered through authorized services or distributors. Refer to your local Yellow Pages for where to call or contact A. O. Smith Water Heater Parts Fulfillment, 125 Southeast Parkway, Franklin, TN 37068, phone: 1.800.433.2545.

The warrantor will only honor replacement with identical or similar water heater or parts thereof which are manufactured or distributed by the warrantor.

Dealer replacements are made subject to in-warranty validation by the warrantor.

PROOF-OF-PURCHASE AND PROOF-OF-INSTALLATION DATE ARE REQUIRED TO SUPPORT WARRANTY CLAIM FROM ORIGINAL OWNER. THIS FORM DOES NOT CONSTITUTE PROOF-OF-PURCHASE OR PROOF-OF INSTALLATION.

IMPORTANT INFORMATION

Model Number _____

Serial Number _____

INSTALLATION INFORMATION

Date Installed _____

Company's Name _____

Street or P.O. Box _____

City, State, and Zip Code _____

Phone Number _____

Plumber's Name _____