

GENERAL: This limited warranty is provided by Essency SAS ("Essency") and covers Essency Water Heater model E55R. This warranty is provided if the Water Heater is installed within the United States of America for a single-family dwelling and remains at its original place of installation. This warranty is transferrable to the new owner of a single-family dwelling where the Water Heater was originally installed and in the case it is sold, for the remainder of the warranty period. This warranty does not cover commercial use.

WARRANTY COVERAGE: Essency warrants this Water Heater against defects in materials and workmanship for the applicable warranty period below, provided it is properly installed, maintained and used. If Essency determined that the Water Heater is defective in accordance with the terms of this warranty, Essency will at its option, repair or replace the defective part. Each defective component or part to be replaced must be returned to Essency in exchange for its replacement. **Any replacement part or product will be warranted only for the unexpired portion of the original product's applicable warranty period.**

If an identical replacement is not available, Essency will replace the part or product with one having comparable operating features, or refund a portion of the purchase price allocable as determined by Essency, on a pro-rata basis to the unexpired portion of the warranty period.

WARRANTY PERIODS: The applicable warranty periods start from the date of original installation or from the date of manufacture if proof of installation is not available, and are as follows:

- **6 YEAR "ALL PARTS" WARRANTY :** repair or replacement of any of the Water Heater's part(s) if defective and under warranty.
- **20 YEAR "TANK ONLY" WARRANTY :** repair or replacement of the tank only if defective and under warranty.

During the **FIRST** year of warranty, Essency will pay, for pre-authorized covered failures, a reasonable flat rate towards the total labor amount, depending on whether or not the Water Heater requires draining, and in accordance with Essency's then applicable rates ("**1 YEAR Full Warranty**"). After the 1 YEAR Full Warranty expires, the owner of the Water Heater will be responsible for any labor, removal, repair or replacement costs.

EXCLUSIONS: This limited warranty does not cover:

- a) Defects, malfunctions or damages resulting from failure to properly install, operate or maintain the Water Heater in accordance with manuals and/or with any applicable standards, building codes, regulations or trade practices, including good plumbing and electrical trade practices;
- b) Defects, malfunctions or damages if the Water Heater has been removed from its original installation location;
- c) Defects, malfunctions or damages caused by improper sizing of the Water Heater, connections, electric service voltage, wiring or fusing;
- d) Defects, malfunctions or damages caused by operation in a corrosive or contaminated atmosphere, or by pressures greater than those shown on the rating plate, which must not be altered or removed;
- e) Defects, malfunctions or damages caused by operating the water heater when it is not supplied with potable water which respects the maximum levels defined in the water quality section of the Installation and Operations Manual, or by operation at temperatures exceeding the maximum settings of the operating instructions;

- f) Defects, malfunctions or damages caused by operating the Water Heater with part(s) removed or with modified, altered, unapproved part(s) installed;
- g) Defects, malfunctions or damages resulting from the use of any item attached to the Water Heater, including without limitation any energy-saving device that is not authorized by Essency;
- h) Defects, malfunctions or damages resulting from operation with an empty or partially empty Water Tank, or not supplied with potable water free to circulate;
- i) Defects, malfunctions or damages caused by misuse, negligence, accident, abuse, fire, flood, freezing, lightning, acts of God and the like;
- j) Claims related to excessive noise, smell, taste, discoloration or rusty water;
- k) Components and parts not provided by Essency;
- l) Serviceable items and normal maintenance as required per printed instructions;
- m) Energy costs (electricity, etc.) or any increased costs, or unrealized savings, for any reason whatsoever;
- n) Except as strictly provided for under the 1 YEAR Full Warranty coverage, labor and/or other costs and expenses incurred in the removal, repair or replacement of the Water Heater or any part(s), including but not limited to shipping charges, delivery expenses, handling costs and administrative fees incurred by the owner of the Water Heater in repairing or replacing the Water Heater. **All such expenses and costs are the owner's responsibility.**

LIMITED WARRANTY: This limited warranty is the only warranty for the Water Heater given by Essency. No one is authorized to make any other warranties on behalf of Essency.

OTHER THAN THE OBLIGATIONS OF ESSENCY EXPRESSLY SET FORTH HEREIN, ESSENCY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE. ESSENCY'S SOLE OBLIGATIONS WITH RESPECT TO THE WATER HEATER ARE SET FORTH IN THE FOREGOING LIMITED WARRANTY. ESSENCY SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR SIMILAR DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, LOST PROFITS, INCONVENIENCE, WATER LEAKAGE OR LOSS OF TIME.

Some states do not allow limitations on how long an implied warranty lasts, or for the exclusion of certain damages, so the above limitations and exclusions may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights which vary upon location.

HOW TO MAKE A WARRANTY CLAIM: Any warranty claim must be made promptly. Various documents will be requested to process a claim, including but not limited to a copy of the original invoice, documentation showing the Water Heater Model model number, serial number, original installation date, location and installer's name, maintenance records. **Any warranty claim may be subject to the return of the alleged defective components or parts in accordance with Essency's procedure then in force, for inspection to determine the cause of failure.**