

Limited 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. 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 manufacturer's allowable amount. This amount does not include installation, shipping, increases related to governing bodies to meet efficiency or other requirements, and any other fees. The manufacturer may, at its sole discretion, use new, refurbished or reconditioned parts. **THE WATER HEATER OR PART WILL BE WARRANTED FOR ONLY THE UNEXPIRED PORTION OF THE ORIGINAL WARRANTY. PROOF OF PURCHASE OR PROOF OF INSTALLATION ARE NECESSARY TO VALIDATE THIS WARRANTY.**

2. Warranty for the following models:

240HX3, 340HX3, 540HX3, 310CX3, 510CX3.

[Unit: Year]

Application Type	Heat Exchanger	Parts	Labor ⁽¹⁾
Single Family or Multi-Family Domestic Hot Water (2)	15	5	1
Commercial or Centralized Multi-Family Domestic Hot Water	1	1	

- (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 at 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) Failure of a heater exchanger due to excessive scale accumulation on units equipped with X3™ Technology is eligible for warranty coverage for 15 years during the applicable heat exchanger warranty period above.

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, 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 on 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 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.

- Any product installed in applications that cause the water heater to activate more than 300 times per day. (This averages to an activation every 5 minutes in a 24-hour period.)
- 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. (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 into the product.
 - Introduction of pool water, spa water, or any chemically treated water 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.
 - Introduction of water with iron greater than 0.3 mg/l.
- When heater is installed in an application not intended for its use or approved in the water heaters installation manual, such as combination potable domestic and hydronic heating.

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, TN 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 _____