EXCLUSIVE WARRANTY – LIMITATION OF LIABILITY

This Limited Warranty is the only Warranty for this unit given by the Water Heater Division of Rheem Manufacturing Company. No one is authorized to make any other warranties on behalf of Rheem. ANY IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, SHALL NOT EXTEND BEYOND THE APPLICABLE WARRANTY PERIODS, SPECIFIED PREVIOUSLY. RHEEM’S SOLE LIABILITY, WITH RESPECT TO ANY DEFECT, SHALL BE AS SET FORTH IN THIS LIMITED WARRANTY, AND ANY CLAIMS FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGE FROM WATER LEAKAGE) ARE EXCLUDED. Some states do not allow limitations on how long an implied warranty lasts, or for the exclusion of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

This Limited Warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

We suggest you immediately complete the information below and retain this Certificate of Limited Warranty in the event warranty service is needed. Reasonable proof of the date of installation of your water heater may be required to establish its “in-warranty” status. Otherwise, the Effective Date of this Limited Warranty will be the date of manufacture of the water heater plus ninety (90) days.

DO NOT RETURN THIS DOCUMENT TO RHEEM. KEEP IT WITH YOUR WATER HEATER OR BUSINESS RECORDS.

Name of Owner: _____________________________________________________________

Owner's Address: ___________________________________________________________

Name of Plumber/ Mechanical Contractor – Installer: _____________________________

Address of Plumber/ Mechanical Contractor – Installer: ___________________________

Telephone Number of Plumber/ Mechanical Contractor – Installer: ________________

Date of Water Heater Installation: _____________________________________________

Model Number of Your Water Heater: __________________________________________

Serial Number of Your Water Heater: __________________________________________

Important Telephone Numbers:
Rheem Claims Department
(800) 621-5622

Rheem Technical Service Department
(800) 432-8373

Rheem Manufacturing Company
Claims Department
2600 Gunter Park Drive East
Montgomery, Alabama 36109

RESIDENTIAL TANKLESS GAS WATER HEATER
WITH A 12 YEAR HEAT EXCHANGER, 5 YEAR PARTS, 1 YEAR LABOR LIMITED WARRANTY

AP13268-3 (07/08)
31-92751
LIMITED WARRANTY
For the RHEEM® or RUUD® Residential Tankless Gas Water Heaters.

GENERAL
This Limited Warranty is only applicable to the original owner of the water heater at the original installation location. It is not transferable.

Rheem Manufacturing Company (Rheem) warrants this Rheem or Ruud water heater, and its component parts, to be free from defects in materials and manufacture, under normal use and service, for the Applicable Warranty Periods. At its option, Rheem will repair or replace the defective water heater, or defective component part(s), in accordance with the terms of this Limited Warranty. It fails in normal use and service during the Applicable Warranty Periods. The replacement water heater must be manufactured by Rheem. The replacement component part(s) must be Rheem authorized component part(s). The replacement unit will be warranted for the unexpired portion of the original unit's Applicable Warranty Periods.

Rheem strongly recommends that this tankless water heater be installed by a contractor who is licensed, state qualified, and trained on Rheem's tankless products since improper installation may invalidate warranty coverage.

EFFECTIVE DATE
The Effective Date of warranty coverage (or the beginning of the Applicable Warranty Periods) is the date of installation of the water heater, if properly documented. Otherwise, it is the date of manufacture of the water heater plus ninety (90) days.

APPLICATIONABLE WARRANTY PERIODS
If the water heater is installed in a single-family dwelling, the Applicable Warranty Periods are twelve (12) years from the Effective Date for the heat exchanger, five (5) years from the Effective Date for the component parts, and one (1) year for certain labor as described under the heading, LABOR, SHIPPING AND PROCESSING COST.

All Applicable Warranties will be limited to three (3) years from the Effective Date if the water heater is installed in a system in which the water is re-circulated, but not if it is an on-demand re-circulation system which utilizes existing hot and cold water lines, or a dedicated return line without the use of a temperature sensor, timer, or a continuously operating pump. All Applicable Warranty Periods will be limited to one (1) year from the Effective Date if the use of the water heater is installed anywhere other than a single family dwelling.

WARRANTY EXCLUSIONS
This Limited Warranty will not cover:
1. Service trips to your home to teach you how to install, use, or maintain this water heater or to bring the water heater into compliance with local building codes and regulations.
2. This residential tankless water heater if it is installed for use in spa or pool heating; a mobile home; a recreational vehicle; a boat or any other watercraft.
3. Units installed in any circulating system in which the temperature of the incoming water to the water heater is in excess of 120°F.
4. Damages, malfunctions or failures resulting from failure to install the water heater in accordance with applicable building codes/orndances or good plumbing and electrical trade practices.
5. Damages, malfunctions or failures resulting from improper installation or failure to operate and maintain the unit in accordance with the manufacturer's instructions provided, including outside recommended water quality levels.
6. Performance problems caused by improper sizing of the water heater, or the gas supply line, the venting connection, combustion air openings, electric service voltage, wiring, or fusing.
7. Damages, malfunctions or failures caused by improper conversion from natural gas to LP gas or LP gas to natural gas fuel source.
8. Damages, malfunctions or failures caused by operating the water heater with any parts removed or with modified, altered, or unapproved parts installed.
9. Damages, malfunctions or failures caused by abuse, accident, fire, flood, freeze, lightning, acts of God and the like.
10. Heat exchanger failures (leaks) caused by operating the water heater in a corrosive or contaminated atmosphere or damage, malfunctions or failures caused by lime, scale, or mineral build-up.
11. Damages, malfunctions or failures caused by operating the unit at water temperatures exceeding the maximum setting of the operating, or high limit, control.
12. Heat exchanger failures caused by operating the water heater when it is not supplied with potable water, free to circulate at all times.
13. Damages, malfunctions or failures caused by subjecting the heat exchanger to pressures, or fire ratings, greater than those shown on the rating label.
14. Damages, malfunctions or failures resulting from the use of any attachment, including any energy saving device, not authorized by Rheem.
15. Units installed outside the fifty states (and the District of Columbia) of the United States of America and the Dominion of Canada.
16. Units removed from the original installation location and reinstalled elsewhere.
17. Units that have had their rating labels altered, tampered with, or removed. A water heater should not be operated if the rating label is removed.

LABOR, SHIPPING, AND PROCESSING COSTS
For one (1) year after the Effective Date, Rheem will cover reasonable labor costs necessary to repair or replace a tankless water heater or component part if it becomes defective in material and/or manufacture by a contractor who is licensed, state qualified, and trained for Rheem's tankless water heater. Except for the first year labor, this Limited Warranty does not cover any labor expenses for service, repairs, reinstallation, permits, or removal and disposal of the failed water heater, or defective component part(s). All such expenses are your responsibility.

Rheem will pay the transportation costs for an “in-warranty” replacement water heater, or “in-warranty” replacement component part(s), to a convenient delivery point (selected by Rheem) near the place the original water heater, or original component part(s), is located such as a local Rheem or Ruud water heater distributor. You must pay any local freight charges, including the cost of returning the failed water heater, or defective component part(s) to a convenient shipping location (selected by Rheem): such as a local Rheem or Ruud water heater distributor.

Rheem does not authorize, recommend, or receive any benefit from any claims processing or similar fees charged by others to process warranty claims for any Rheem or Ruud water heater or component part(s). Rheem will not reimburse any party for these, or any other, fees not specifically covered in this Limited Warranty document.

HOW TO OBTAIN WARRANTY CLAIM ASSISTANCE
Any claim for warranty assistance must first be made by you. First, determine if your Rheem water heater is “in-warranty” (that is, within the Applicable Warranty Period). You can determine your unit's warranty status by adding its Applicable Warranty Period to its date of installation. However, if you do not have documentary proof of your water heater’s date of installation, your unit's warranty status will be based on its date of manufacture. The first four digits of the unit's serial number represent the month and year it was manufactured. Add the Applicable Warranty Period plus ninety (90) days to the date of manufacture to determine whether the water heater is still covered by this Limited Warranty. You may also determine your unit's warranty status by obtaining the complete model number, complete serial number, and date of installation of your water heater and then accessing the "Warranty Verification" information on Rheem Water Heaters' internet website (www.rheem.com) or contacting Rheem Water Heaters' Claims Department (telephone (800) 621-5622) during normal business hours (in the Central Time Zone) to determine if the Applicable Warranty Period has expired.

If your water heater is "in-warranty", contact the plumber, or mechanical contractor, that installed it for assistance with the warranty repairs, or replacement, required. Rheem Water Heaters’ Technical Service personnel are available to assist you by telephone at (800) 432-8373 or via e-mail at techserv@rheem.com in obtaining "in-warranty" service or to answer your questions about the operation or repair of your water heater during normal business hours (in the Central Time Zone). Be prepared to provide the plumber, mechanical contractor, or Rheem Technical Service person with the complete model number, the complete serial number, and the date of installation of your water heater in addition to an explanation of your water heater problem.

If an exact replacement is not available, Rheem will provide you with the current model of your water heater, or component part(s), or a replacement unit with comparable operating features. If government regulations or industry certification or similar standards require the replacement water heater, or replacement component part(s), to have features not found in the defective water heater, or the defective component part(s), you will be responsible for a pro-rata charge for those required features. If you pay the price difference for those required features and/or to upgrade the size and/or other features available on a replacement new water heater, you will also receive a complete new Limited Warranty (with the Full Applicable Warranty Periods) for the replacement new water heater.

Rheem reserves the right to inspect, or require the return of, the failed water heater or the defective component part(s). Each “in-warranty” failure water heater must be made available to Rheem (with the rating label and all the component parts intact) in exchange for the replacement new water heater. Each defective “in-warranty” component part to be replaced must be returned to Rheem in exchange for the replacement component part.

Warranty compensation is subject to validation of “in-warranty” coverage by Rheem Claims Department personnel.

To obtain warranty compensation for an “in-warranty” water heater failure, you must provide Rheem with the failed water heater (with the rating label and all the component parts intact) the complete model number and the complete serial number of the Rheem or Ruud water heater that replaced the failed unit; and the date the original water heater failed. You may also be required to provide documentary proof of the failed heaters water heaters date of installation to establish its "in-warranty" status.

To receive warranty compensation for an “in-warranty” defective component part, you must provide Rheen with: the defective component part; the complete model number and the complete serial number of the Rheem or Ruud water heater to which it was installed; the date the defective component part was removed; and the date the defective component part failed. You must also be required to provide documentary proof of the date of installation of the Rheem or Ruud water heater from which the defective part was removed -- or the date of purchase of the part (If it was purchased separately) – to establish the “in-warranty” status of the defective component part.

If Rheem determines that the water heater or component part returned to Rheem is free of defects in material and manufacture and/or that it was damaged by improper installation, the warranty claim for the product, component part and/or labor may be denied.

Warranty claim documentation should be mailed promptly to Rheem Water Heaters, Claims Department, 2600 Gunter Park Drive East, Montgomery, Alabama 36109.