Stainless Steel Electric Water Heater Limited Warranty For Residential Use

Westinghouse warrants each residential stainless steel electric water heater to be free from defects in materials and workmanship according to the following terms, conditions, and time periods. UNLESS OTHERWISE NOTED THESE WARRANTIES COMMENCE ON THE DATE OF INSTALLATION. This limited warranty is only available to the original owner of the water heater, and is non-transferable.

WARRANTY REQUIREMENTS

In order to meet the terms and conditions of this residential water heater warranty, the water heater must be installed in a single family dwelling, with operating temperatures not exceeding 140°F. The dwelling must be a) owned and resided in by the original purchaser, or b) a residential rental property that services a single dwelling in which the original purchaser resides on a permanent basis.

Any application not meeting these requirements, such as water heaters with operating temperatures exceeding 140°F, water heaters installed in rental properties servicing more than one dwelling, leasing or rental programs, or any uses other than explicitly described above shall be covered as follows: Any 06 or 09 model number suffix water heater will be covered by a three (3) year tank and one (1) year parts warranty regardless of any other warranty period specified. Any 99 model water heater will be covered for five (5) years tank and one (1) year parts warranty regardless of any other warranty period specified.

Model Number Suffix	Tank	Parts
06	Six (6) Years	One (1) Year
09	Nine (9) Years	
99	Ten (10) Years	
	Lifetime*	Six (6) Years*

WARRANTY PERIODS

*Water heater must be registered online within ninety (90) days of the installation date.

COVERAGE

A. During the first year after the original date of installation in the dwelling, Westinghouse warrants that it will repair or replace, at its option, any defective or malfunctioning component of the stainless steel electric water heater with a component of equivalent size and current model. Replacement components will be warranted for ninety (90) days.

B. Should a defect or malfunction result in a leakage of water within the above-stated warranty periods due to defective material or workmanship, malfunction, or failure to comply with the above warranty, Westinghouse will replace the defective or malfunctioning water heater with a replacement of the nearest comparable model available at the time of replacement. The replacement water heater will be warranted for the unexpired portion of the applicable warranty period of the original water heater.

C. In the event of a leakage of water of a replacement water heater due to defective material or workmanship, malfunction, or failure to comply with the above warranty, Westinghouse reserves the right to refund to the original purchaser the published wholesale price available at the date of manufacture of the original water heater.

D. If government regulations, industry certification, or similar

standards require the replacement water heater or part(s) to have features not found in the defective water heater or part(s), the owner will be charged the difference in price represented by those required features. If the owner pays the price difference for those required features and/or to upgrade the size and/or other features available on a new replacement water heater or part(s), the owner will also receive a complete new limited warranty for that replacement water heater or part(s).

E. If at the time of a request for service the owner cannot provide a copy of the original sales receipt or the extended warranty registration, the warranty period for the water heater shall then be deemed to have started on the date of manufacture of the water heater and **NOT** the date of installation of the water heater, and be covered by the unexpired portion of the Standard Limited Residential Use Warranty detailed above.

F. This warranty extends only to water heaters utilized in heating applications that have been properly installed by qualified professionals based upon the manufacturer's installation instructions.

G. It is expressly agreed between Westinghouse and the original consumer purchaser that repair, replacement, or refund are the exclusive remedies of the original consumer purchaser.

OWNER RESPONSIBILITIES

To avoid the exclusion list in this warranty, the owner or installer must:

1. Have a temperature and pressure relief valve bearing the listing marks of the American Society of Mechanical Engineers (ASME) installed with the water heater assembly in accordance with federal, state, and local codes.

2. Have a vacuum relief valve certified to ANSI Z21.22 - Relief Valves for Hot Water Supply Systems installed with the water heater assembly in accordance with federal, state, and local codes and in installations prone to vacuum related damages.

Operate the water heater assembly at water pressures not exceeding the working pressure shown on the rating plate.
Keep the water heater free of damaging scale deposits.

5. Use the water heater in an open system, or in a closed system

with a properly sized and installed thermal expansion tank. 6. Make provisions so if the water heater or any component part or connection thereto should leak, the resulting flow of water will not cause damage to the area in which it is installed.

WARRANTY EXCLUSIONS

This limited warranty will not cover:

1. Any water heater purchased from an unauthorized dealer.

2. Any water heater not installed by a qualified heating installer/ service technician.

3. Service trips to teach you how to install, use, maintain, or to bring the water heater installation into compliance with local building codes and regulations.

4. Failure to locate the water heater in an area where leakage of the tank or water line connections and the combination temperature and relief valve will not result in damage to the area adjacent to the water heater or lower floors of the structure.

5. Any failed components of the heat system not manufactured by Westinghouse as part of the water heater.

6. Water heaters repaired or altered without the prior written approval of Westinghouse.

7. Damages, malfunctions, or failures resulting from failure to install the water heater in accordance with applicable building codes/ordinances or good plumbing and electrical trade practices.

8. Damages, malfunctions, or failures resulting from improper installation, or failure to operate and maintain the water heater in accordance with the manufacturer's provided instructions.

9. Damages, malfunctions, or failures resulting from failure to

operate the water heater at pressures not exceeding the working pressure shown on the rating plate.

10. Damages, malfunctions, or failures resulting from vacuum conditions.

11. Damages, malfunctions, or failures caused by operating the water heater with modified, altered, or unapproved parts.

12. Failure to operate the water heater in an open system, or in a closed system with a properly sized and installed thermal expansion tank.

13. Failure or performance problems caused by improper sizing of the water heater, expansion device, or piping.

14. Damages, malfunctions, or failures caused by abuse, accident, fire, flood, freeze, lightning, acts of God and the like.

15. Failures (leaks) caused by operating the water heater in a corrosive or contaminated atmosphere.

16. Failure of the water heater due to the accumulation of solid materials, lime deposits, water quality contrary to the manufacturer's provided instructions. WATER CHEMISTRY REQUIREMENTS – Sodium less than 20mGL. Water pH between 6.0 and 8.0. Hardness less than 12 grains. Chlorine concentration less than 100 ppm.

17. Any damages, malfunctions, or failures resulting from the use of dielectric unions.

18. Production of noise, taste, odors, discoloration, or rusty water. 19. Damages, malfunctions, or failures caused by subjecting the tank to pressures greater than those on the rating label.

20. Water heaters moved from the original installation location.

21. Water heaters that have had their rating labels removed.

22. Water heaters replaced for cosmetic reasons.

23. Water heaters installed outside the fifty states (and the District of Columbia) of the United States of America and Canada.

ONLINE EXTENDED LIMITED WARRANTY REGISTRATION

To register for the Extended Limited Warranty, complete the form located on the Westinghouse website at http://www. westinghousewaterheating.com/warranty within 90 days of installation. The form must be completed in full with owner name, email address, and phone number, the address where the unit is installed and installation date, and unit model and serial numbers. Proof of purchase is required, and may be an invoice for the product, or a bill from an installing contractor that clearly documents the installation of the unit. To be valid, proof of purchase must also include the unit serial number. Proof of purchase may be typed or hand written. Submit the proof of purchase to Westinghouse via the directions provided on the website.

PROCEDURES FOR WARRANTY SERVICE REQUESTS

Any claim for warranty assistance must be made promptly. Determine if the water heater is "in-warranty" (that is, within the applicable warranty period) by reviewing a copy of the original sales receipt. You must present a copy of the original sales receipt for a warranty service request.

If your water heater is "in-warranty", contact the retailer from whom the water heater was purchased (or the installer) for assistance. Be prepared to provide the retailer or installer with a copy of your original receipt, complete model and serial numbers, and the date of installation of your water heater, in addition to explanation of your water heater problem.

Warranty coverage is subject to validation of "in-warranty" coverage by Westinghouse claims department personnel. All alleged defective or malfunctioning parts must be returned to Westinghouse via the local distribution channels where original purchase was made. **NOTE: Any parts or heaters returned to Westinghouse for warranty analysis will become the property of Westinghouse and will not be returned, even if credit is denied.**

If all warranty conditions are satisfied, Westinghouse will provide replacement parts to the retailer.

If you have questions about the coverage of this warranty, please contact Westinghouse at the phone number stated below:

1(774) 417-6000

SERVICE, LABOR AND SHIPPING COSTS

This limited warranty does not extend to any shipping charges, delivery expenses, or administrative fees incurred by the purchaser in repairing or replacing the water heater or part(s). This warranty does not extend to labor costs beyond the coverage specified in this warranty document. All such expenses are your responsibility.

LIMITATIONS OF YOUR WESTINGHOUSE WARRANTY AND REMEDIES

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN CONTRACT OR TORT, WHETHER OR NOT ARISING FROM WESTINGHOUSE'S NEGLIGENCE, ACTUAL OR IMPUTED. THE REMEDIES OF THE PURCHASER SHALL BE LIMITED TO THOSE PROVIDED HEREIN TO THE EXCLUSION OF ANY OTHER REMEDIES INCLUDING WITHOUT LIMITATION. INCIDENTAL OR CONSEQUENTIAL DAMAGES, SAID INCIDENTAL AND CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST PROFIT OR DAMAGES ALLEGED TO HAVE BEEN CAUSED BY ANY FAILURE OF WESTINGHOUSE TO MEET ANY OBLIGATION UNDER THIS AGREEMENT INCLUDING THE OBLIGATION TO REPAIR AND **REPLACE SET FORTH ABOVE. NO AGREEMENT VARYING OR** EXTENDING THE FOREGOING WARRANTIES, REMEDIES OR THIS LIMITATION WILL BE BINDING UPON WESTINGHOUSE. UNLESS IN WRITING AND SIGNED BY A DULY AUTHORIZED OFFICER OF WESTINGHOUSE. THE WARRANTIES STATED HEREIN ARE NOT TRANSFERABLE AND SHALL BE FOR THE **BENEFIT OF THE ORIGINAL PURCHASER ONLY.**

NO OTHER WARRANTIES

Your Westinghouse warranty gives you specific legal rights, and you may also have other rights that vary from state to state. Some states do not allow the exclusion or limitation of incidental or consequential damages so this limitation or exclusion may not apply to you.

These are the only written warranties applicable to the water heater manufactured and sold by Westinghouse. Westinghouse neither assumes nor authorizes anyone to assume for it any other obligation or liability in connection with said water heaters.

Westinghouse reserves the right to change specifications or discontinue models without notice.