

VISSMANN MANUFACTURING COMPANY INC.

LIFETIME WARRANTY (the "Warranty" or the "Warranties")

For Viessmann Stainless Steel Indirect-Fired Domestic Hot Water Tanks

ATTENTION MECHANICAL CONTRACTOR

This Warranty is provided by Viessmann for the benefit of only the first purchaser at retail ("Original Owner") of the Viessmann Stainless Steel Indirect-Fired Domestic Hot Water Tanks (the "Tank") on the original site of installation (the "Site of Original Installation") and should be given to the Original Owner or placed in clear view on or near the Tank.

ATTENTION ORIGINAL OWNER OF TANK ON SITE OF ORIGINAL INSTALLATION

This Warranty provides specific legal rights. You may have other rights which vary from Province to Province (or Territories) in Canada and from State to State in the United States of America.

The specific rights in this Warranty shall be conditional upon: (a) the proper installation of the Tank (as hereinafter defined) by a certified mechanical contractor or installer whose principal occupation is the sale and installation of heating, plumbing and/or air conditioning equipment and who is properly certified and trained under all relevant or applicable laws of the local jurisdiction in which the Tank is installed (the "Certified Contractor"); and (b) proper operation and maintenance by a Certified Contractor in accordance with the Tank Maintenance Intervals (as defined herein). Installation by an uncertified or unqualified contractor or installer or the improper maintenance, operation, misuse or abuse of a Tank shall void this Warranty in whole or in part.

TERMS AND CONDITIONS OF WARRANTY

LIMITED TWO (2) YEAR WARRANTY

Viessmann warrants that the Tank insulation jacket and controls and other accessories designated by Viessmann as standard equipment shall be free of defects in material and workmanship for TWO (2) YEARS from the Date of Original Installation (as hereinafter defined) of the Tank.

Repair or replacement of parts determined by Viessmann to be defective in material or workmanship will be made during the period of TWO (2) YEARS from the date of original installation in accordance with the WARRANTY SERVICE PROCEDURE hereinafter described, provided this Warranty has not otherwise been voided.

LIFETIME WARRANTY FOR THE HEAT EXCHANGER COIL AND TANK

The heat exchanger coil and Tank shall remain free of leaks during proper use, provided proper and regular maintenance is carried out in accordance with the product manuals, for the period of time and so long as the Tank is owned by the Original Owner (the "Lifetime Warranty").

The heat exchanger coil and Tank shall remain free of leaks during proper use, provided proper and regular maintenance is carried out as per product manuals, including proper inspection.

Repair or replacement of the heat exchanger coil or Tank upon either or both having been found to be defective in workmanship or material shall be made in accordance with the WARRANTY SERVICE PROCEDURE during the lifetime of the Original Owner of the Site of Original Installation during the ownership of the said site by the Original Owner, provided this Warranty has not otherwise been voided or reduced.

REDUCTION OF LIFETIME WARRANTY

The Lifetime Warranty hereby provided shall be reduced to a limited EIGHT (8) YEAR warranty, calculated from the Date of Original Installation, if the use of the premise upon which the Tank is installed is changed from single-family residential to at least two-family residential or non-residential use or mixed residential and non-residential use, provided the Warranty has not been otherwise voided (the "Warranty Reduction"). The Warranty Reduction shall take effect immediately upon conversion of use as aforesaid without further notice.

The Lifetime Warranty hereby provided shall be reduced in any event to a limited EIGHT (8) YEAR warranty if the Original Owner is a business, partnership, unincorporated association or corporation or if the Tank is put to use in a non-residential, multiple-family residential, residential rental property or in a commercial, industrial or institutional environment.

COMMENCEMENT OF WARRANTY PERIODS

The Warranty Period shall commence on the date the Tank has been installed (the "Original Date of Installation").

In the event of dispute as to the Date of Original Installation, the shipping date of your Tank, as recorded in the books and records of Viessmann, from the Viessmann assembly facility, warehouse, depot or showroom to the Certified Contractor or a wholesaler or dealer, as the case may be, authorized by Viessmann (an "Authorized Distributor") shall be deemed to be the Date of Original Installation and therefore the date of commencement of the Warranty Period or Periods.

WARRANTY EXPRESSLY EXCLUDES THE FOLLOWING

1. Liability of any nature or kind whatsoever for damages for unsatisfactory performance caused by improper installation or any damages whatsoever caused by or as a result of unsuitable or improper use of the Tank, incorrect start-up thereof by the Original Owner of the Original Site of Installation or any third party whatsoever, incorrect or careless handling, improper control adjustment or control strategy, disregard of the operating and maintenance instructions or any other instructions supplied with the Tank, improper operation of the Tank or improper alteration and repairs/service by the Original Owner of the Site of Original Installation or any third party whatsoever, or use of unauthorized replacement parts.
2. The workmanship of the Certified Contractor and repairs or replacement of parts required due to poor workmanship or otherwise of the Certified Contractor.
3. Liability from any loss or damage of any nature or kind whatsoever resulting from or attributable to improper installation, installation by an uncertified or unqualified mechanical contractor or installer, the agents, workmen, servants or subcontractors of such contractor or installer, improper operation or maintenance or misuse or abuse of the Tank.
4. Components that form part of the Tank not furnished by Viessmann as part of the Tank and components that are part of the Tank but were not furnished by Viessmann as part of the goods described in this Warranty.
5. Any costs for labour for the examination, removal or re-installation of allegedly defective parts, transportation thereof to and from Viessmann facilities at Waterloo, Ontario, Canada, or Warwick, Rhode Island, USA or as determined by Viessmann, which costs shall be to the account of and shall be payable by the Original Owner or any other labour and costs for any material necessary for the said examination, removal or re-installation.
6. Damage to parts caused by improper installation and improper care or maintenance. The Tank and its heat exchanger coil must be serviced, inspected and cleaned as a minimum once per year in accordance with the product manuals.
7. Damage to the Tank or its original parts caused by excessive temperatures or pressures, operation of Tank without a properly sized, operational pressure and temperature relief valve, fuel or gas explosion, electrical, chemical or electrochemical reaction, water and air impurities including scale and sediment deposits, unsuitable water conditions, water treatment chemicals, insurrection, sulfur or sulfuric action or reaction, improper installation of the electrical anode, electrical failures, riots, insurrection or acts of God and situating the Tank in an unsuitable location or continuing use of the Tank after onset of a malfunction or discovery of a defect.
8. Any type of water conditioning system in the building in which the Tank is located not maintained to Viessmann specifications and therefore affecting water quality and the Tank.
9. Liability of all nature and kind for wear and tear and consumption of parts including, but not limited to, gaskets.
10. Damage to the Tank resulting from a chlorine and/or aggressive sulphate content higher than 500 mg/ltr. For calculation purposes, the chlorine and/or chloride content must be accounted for as 100% and sulphate – because of lower aggressiveness – with 20% of the total concentration. [For example, sample calculation: Water analysis shows 60 mg/ltr. of chlorine and 200 mg/ltr. of sulphate. Therefore add to the 60 mg/ltr. of chlorine and 40 mg/ltr. (which is 20% of 200 mg/ltr. of sulphate) to cover aggressiveness of sulphate. The total is now 100 mg/ltr. The Tank installation in this case is therefore permissible].
11. Use of the Tank for non-potable water applications.

LIMITATION ON WARRANTY AND DAMAGES

The Warranty obligations of Viessmann shall also be subject to the following terms and conditions:

1. The Tank must have been installed by an Certified Contractor.
2. The Tank must have been properly maintained during the Warranty Periods strictly in accordance with the product manuals. The Original Owner shall ensure that the Tank is maintained in regular intervals as provided in the product manuals (the "Tank Maintenance Intervals").
3. This Warranty does not extend to anyone other than the Original Owner of the Tank on the Site of Original Installation, subject to the limitations and reductions hereinbefore described. This Warranty shall become null and void forthwith upon any relocation of the Tank.
4. Viessmann shall have the opportunity to carry out repairs or replacement of parts it may deem necessary or advisable. Viessmann shall be granted all requisite time and unobstructed or unimpeded access to the Tank for the purpose of conducting tests deemed necessary or advisable and for the making of repairs or installation of replacement parts or components thereof.
All costs, charges or expenses arising from, howsoever created or caused directly or indirectly by difficult or impeded access to the Tank or any parts thereof described in this Warranty or lack of suitable work space to undertake and carry out repairs or replacement shall in all events be the responsibility of the Original Owner of the Site of Original Installation.
5. Repairs, replacement or the repair of replacement parts shall be subject to the terms and conditions of this Warranty as if the same had been originally installed, sold, delivered or carried out at the time of original installation. Negotiations, intermediate acts, discussions, disagreements or denials concerning defects or deficiencies shall not extend any Warranty Period herein granted and shall not waive or be deemed to waive any requirement for notification of defect or deficiency within the time or times herein described.
6. The obligation of Viessmann under this Warranty shall further be limited exclusively to the repair, replacement or refund of purchase price, at the sole discretion of Viessmann, of any goods or parts thereof which an examination by Viessmann shall disclose to its satisfaction not to have conformed to the express written Warranties provided herein.
7. THE REMEDY PROVIDED IN THIS SECTION IS THE EXCLUSIVE REMEDY OF THE ORIGINAL OWNER OF THE SITE OF ORIGINAL INSTALLATION. VISSMANN SHALL NOT BE RESPONSIBLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY THE GOODS AND PRODUCTS DESCRIBED IN THIS WARRANTY.

8. VISSMANN MAKES NO WARRANTIES OR GUARANTEES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE FOR THE GOODS AND PRODUCTS DESCRIBED IN THIS WARRANTY. NO IMPLIED WARRANTY ARISING BY USAGE OR CUSTOM OR COURSE OF DEALING OR COURSE OF PERFORMANCE IS GIVEN BY VISSMANN OR SHALL ARISE BY OR IN CONNECTION WITH THIS WARRANTY EXCEPT THE EXPRESS WARRANTY HEREIN SET FORTH.

9. This Warranty does not extend to any Tank, related parts or products that are (a) not sold in Canada or the United States; (b) not installed in Canada or the United States; or (c) not purchased from a Certified Contractor or an Authorized Distributor.

ASSIGNABILITY

The Warranties herein provided are not assignable.

APPLICABLE LAW

All disputes, claims or demands arising from or relating to the Warranties, or from the terms and conditions herein contained and all claims, demands, rights or liabilities arising from such Warranties or terms and conditions shall be determined in accordance with the laws of the Province of Ontario, Canada.

MANDATORY MAINTENANCE

The Original Owner shall, during the Warranty Period(s), strictly maintain the Components and Equipment in accordance with the product manuals.

ARBITRATION

In the event of any dispute between Viessmann and the Original Owner arising out of the interpretation or performance of this Warranty, such dispute shall be submitted to a board of three (3) arbitrators, one of whom shall be nominated by Viessmann, one by the Original Owner and the third by the first two nominees if they can agree and otherwise by a Judge of the Supreme Court of the Province of Ontario, Canada. The constitution and proceedings of such board shall be governed by the laws of the Province of Ontario, Canada, pursuant to which said arbitration shall be had.

WARRANTY SERVICE PROCEDURE

For prompt warranty service, notify the Certified Contractor who installed your Tank and who in turn will notify the Viessmann authorized distributor from whom the Certified Contractor purchased the Tank. Viessmann reserves the sole right to make all warranty decisions. No contractor or distributor may grant any service under this warranty without the prior approval of Viessmann. If this action does not result in warranty service, contact Viessmann directly at one of the addresses set out in this Warranty.

Allegedly defective parts must be returned through trade channels in accordance with the procedure prescribed by Viessmann currently in force for handling the return of goods for the purpose of inspection to determine cause of failure. Viessmann will furnish the replacement part or parts to the Viessmann authorized distributor who in turn will furnish the part or parts to the Certified Contractor who installed your Tank (the "Warranty Service Procedure").

The obligations of Viessmann under this Warranty apply only to Tank installations where Viessmann has been notified of the alleged defect or deficiency within FORTY-EIGHT (48) HOURS from the occurrence or discovery of the alleged defect or deficiency.

If you have any questions about the coverage provided by this Warranty, contact Viessmann at one of the addresses set out below.

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