

LIMITED WARRANTY

IWT Indirect Water Heaters

EXCLUSIVE WARRANTY – LIMITATION OF LIABILITY

This Limited Warranty is the only Warranty for this appliance given by IBC Technologies Inc. No one is authorized to make any other warranties on behalf of IBC. **ANY APPLICABLE IMPLIED WARRANTIES, INCLUDING OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL NOT EXTEND BEYOND THE APPLICABLE LIMITED WARRANTY PERIODS SPECIFIED BELOW.**

IBC'S SOLE LIABILITY, WITH RESPECT TO ANY DEFECT IN THIS APPLIANCE, SHALL BE AS SET FORTH IN THIS LIMITED WARRANTY. IBC SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY AND ALL CLAIMS FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGE RESULTING FROM WATER LEAKAGE), ALL OF WHICH ARE EXPRESSLY EXCLUDED. AS SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR FOR THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, 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 may vary in each province and territory of Canada or state in the US.

We suggest you retain this Certificate of Limited Warranty in the event warranty service is needed. Reasonable documentary proof of the date of installation of your appliance may be required to establish its "in-warranty" status.

GENERAL

This Limited Warranty is only available to the original owner of the appliance at the original installation location. It is not transferable. This appliance must be installed by a licensed and qualified contractor who is trained on IBC's products. Improper installation of the appliance (including the failure to install the appliance in accordance with applicable building codes/ordinances, regulations and standards, good plumbing and electrical trade practices, or the Installation and Operating Manual) will invalidate warranty coverage. IBC warrants this appliance, and its component parts, to be free from defects in materials and manufacture, under normal use and service, during the Applicable Limited Warranty Periods and subject to the Limited Warranty Exclusions set out below. In its sole discretion, IBC will repair or replace the defective appliance, or defective component part(s), in accordance with the terms of this Limited Warranty, if it fails in normal use and service during the Applicable Limited Warranty Periods. The replacement appliance must be manufactured by IBC. The replacement component part(s) must be IBC authorized component part(s). The replacement appliance or component part(s) will be warranted only for the unexpired portion of the original appliance's Applicable Limited Warranty Periods.

EFFECTIVE DATE

The Effective Date of this Limited Warranty coverage (or the beginning of the Applicable Limited Warranty Periods) is the date of installation of the appliance, if properly documented. If you are not able to provide documentary proof of the date of installation, the Effective Date is the date of manufacture of the appliance plus ninety (90) days.

APPLICABLE LIMITED WARRANTY PERIODS

Model	Tank and Heat Exchanger Coverage Period	Component Parts Coverage Period
IWT Series – Residential Use	10 years limited warranty, or limited lifetime warranty with registration online at ibcboiler.com	1 year limited warranty
IWT Series – Commercial Use	5 years limited warranty	1 year limited warranty

Residential use: Installations where the water heater is serving a single residential living unit only.

Commercial use: All other installations not listed as residential use.

LIMITED WARRANTY EXCLUSIONS

This Limited Warranty will **NOT** cover:

- a) Damages, malfunctions or failures resulting from improper installation of the appliance, including installation by a person who is not a licensed or qualified contractor, and/or trained on IBC products.
- b) Damages, malfunctions or failures resulting from failure to install the appliance in accordance with applicable building codes/ordinances, regulations/standards, or good plumbing, ducting, and electrical trade practices.
- c) Damages, malfunctions or failures caused by thermal expansion. Adequate mitigation of thermal expansion must be installed and maintained.
- d) Labor and other costs incurred for diagnosing, repairing, removing, installing, shipping, servicing, maintaining, or other handling of either defective parts or replacement parts are not included in this Limited Warranty.
- e) Damages, malfunctions or failures resulting from improper shipping or handling.
- f) Damages, malfunctions or failures resulting from operation of the appliance outside the parameters described in the Installation and Operating Manual.
- g) Performance problems caused by improper sizing of the appliance that is not in accordance with the Installation and Operating Manual and applicable codes, regulations, and standards.
- h) Damages, malfunctions or failures caused or contributed by operating the appliance with any parts removed or with modified, altered, or unapproved parts installed.
- i) Damages, malfunctions or failures caused by operating the appliance in a corrosive or contaminated environment (such as, but not limited to, exposure to salt, chlorine, fluorine, chlorides, or other damaging chemicals, or air contamination such as gypsum board dust, sawdust, air impurities, sulfuric action or reaction, dust particles, corrosive vapors, oxygen corrosion and chlorine reactions) or damages, malfunctions, or failures caused or contributed by lime, mineral build-up, or scale.
- j) Damages, malfunctions or failures caused or contributed by an external source such as, but not limited to, abuse, accident, fire, flood, water damage, freezing, lightning, acts of God and other *force majeure* events.
- k) Damages, malfunctions or failures caused or contributed by operating the appliance at air or water temperatures exceeding the maximum rating of the appliance or in conditions that would expose the appliance to freezing conditions as specified in the Installation and Operating Manual.
- l) Damages, malfunctions or failures caused or contributed by subjecting the heating coil to pressures, or flow rates, greater than those shown in the Installation and Operating Manual.
- m) Damages, malfunctions or failures caused or contributed by the use of any attachment, including any energy saving device, not authorized by IBC.
- n) Service trips to your business to teach you how to install, use, or maintain this appliance or to bring the appliance installation into compliance with local building codes/ordinances, regulations and standards, or the manufacturer's installation requirements as described in the Installation and Operating Manual.
- o) Appliances installed outside the United States of America and Canada.
- p) Appliances removed from the original installation location and reinstalled elsewhere.
- q) Appliances that have had their rating labels altered, tampered with, or removed. An appliance should not be operated if the rating label is removed.

If a new water heater is supplied under this warranty, the replacement water heater will carry the balance of the warranty of the original water heater.

PROCEDURE FOR LIMITED WARRANTY SERVICE

For service covered by this Limited Warranty, have your licensed service contractor contact an IBC-authorized distributor with the following information: model and serial numbers, site address and date of installation together with a description of the claim. All alleged appliances and defective component parts must be returned through IBC-authorized distributor channels. Replacement component parts, if the conditions of this Limited Warranty are met, will be provided by IBC through such authorized distributor or relevant representatives. No contractor or distributor may grant any service under this warranty without the prior approval of IBC. If there are any questions about the coverage of this Limited Warranty, please contact IBC at the address shown below. Where a claim under this Limited Warranty is allowed, IBC will provide a credit to the authorized distributor. Any credits issued by IBC are done so at the wholesale value and any markups by the distributor or installing contractor are excluded. Any / all shipping costs to and from IBC are the responsibility of the customer, unless applicable state, provincial or territorial law provides otherwise.

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