

# ECOSMART U.S. LLC

## MANUFACTURERS WARRANTY MAINLAND USA and CANADA- LIMITED LIFETIME OUTSIDE MAINLAND USA – 5 YEARS

1. **PRODUCT WARRANTY:** Ecosmart U.S. L.L.C. warrants to the original purchaser at the original address or the authorized transferee of such purchaser (collectively, the “Buyer”) Ecosmart Tankless Water Heater and its components to be free from defects in materials and workmanship, under normal use and service from the date of installation, provided that the Product is installed within thirty (30) days from date of receipt and installed by a licensed electrician and plumber (specific proof required) and maintained in accordance with Products written instructions. The Product Warranty will be in effect upon receipt of the Warranty Registration by Ecosmart U.S. offices. The Warranty Registration is included in the Operating and Maintenance Manual supplied with each new product and must be fully completed and submitted via fax, mail or website within (30) days of receipt of Product. Incomplete Warranty Registrations will not be accepted. Product Warranties are void without receipt of Warranty Registration within (30) days of receipt of Product.

### **SUCH WARRANTIES DO NOT COVER:**

- Product failure caused by liming, sediment buildup, chemical corrosion, chlorine/chloride corrosion, or freezing.
- Product failure caused by the failure to remove air from system prior to or during operation.
- Product misuse, tampering or misapplication, accidental damage, improper installation or the application of improper voltage.
- Costs incurred for shipping, delivery, handling and/or administrative charges.
- Labor charges of any kind.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR PATENT OR OTHER INTELLECTUAL PROPERTY RIGHT INFRINGEMENT.

2. **LIMITATION OF REMEDIES AND DAMAGES:** Ecosmart U.S. L.L.C. liability and Buyer’s exclusive remedy hereunder will be limited solely to repair or replacement of Product under Warranty by Ecosmart Service Center with respect to any claim made within the applicable Warranty. Ecosmart U.S. L.L.C. reserves the right to accept or reject any such claim in whole or in part. Ecosmart U.S. L.L.C. will not accept the return of any product without prior written approval from Ecosmart Service Center and the issuance of a Return Merchandise Authorization Number clearly marked on the outside packaging of the return shipment. ECOSMART U.S LLC WILL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LABOR COSTS OR LOST PROFITS RESULTING FROM THE USE OF (OR INABILITY TO USE) THE PRODUCTS OR FROM THE PRODUCTS BEING INCORPORATED IN OR BECOMING A COMPONENT OF ANY OTHER PRODUCT OR GOODS.

Warranty Transfer Information: The Warranty may be transferred to one (1) subsequent homeowner at the same physical address upon payment to Ecosmart U.S. L.L.C. of the applicable transfer fee:

- ECO 11 and Under \$125.00
- ECO 14 thru ECO 18 \$250.00
- ECO 21 thru ECO 27 \$350.00

Said transfer fee and second owner information including a copy of new Deed must be submitted by Certified Mail within 7 days of the sale Closing Date.

3. **WARRANTY REGISTRATION:** To be covered under the Ecosmart U.S. L.L.C. Manufacturer’s Limited Lifetime Warranty Buyer must register product within thirty (30) calendar days of receipt of Product using the Warranty Registration Card included with the Product, this Warranty may be submitted via mail to ECOSMART U.S. L.L.C. located at 3315 NW 167<sup>th</sup> STREET, MIAMI GARDENS, FLORIDA 33056. THIS IS A LIMITED LIFETIME MANUFACTURER’S WARRANTY THAT CONVEYS BENEFITS TO THE ORIGINAL PURCHASERS, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH HEREIN. Keep Product documents in a safe and secure location. Buyer obligation under the terms of purchase and sale require that Warranty Registration must be returned within the prescribed timeframe (within 30 calendar days) and retain all proof of purchase, installer receipts for Warranty in order to protect Buyer’s rights and obtain

Manufacturer's Limited Lifetime Warranty benefits. The Warranty resides with the Buyer with proof of purchase; not simply with an individual in possession of a Product. If the Product is to be installed in new construction at a date later than 30 days from the date of receipt, send further information in advance of thirty (30) day deadline when known so we may update your Warranty record.

- FURTHER LIMITATIONS AND EXCLUSIONS AFFECTING YOUR WARRANTY:** This warranty is void if the Product is not installed in accordance with relevant, local electrical and plumbing codes and in accordance with the installation instructions specified by the manufacturer. Local codes will override manufacturer's instructions at the time of installation and if additional installation parts are required, the costs will be the responsibility of Buyer. Above ground level installations must be protected with drip pans and drains just as the codes call for protective requirements used in regular hot water tank installations. Buyer hereby accepts the entire responsibility for ascertaining whether they have sufficient electrical power at their residence to operate our Electric Tank Less Water Heaters as indicated in our specifications which are readily available at our website ([WWW.ECOSMARTUS.COM](http://WWW.ECOSMARTUS.COM)), in our brochures and contained in the shipping box for installers to read before installations. If, within (30) days of purchase and prior to installation, the Buyer finds that the purchased unit is not suitable for their demands Buyer must return the unit to the ECOSMART office. Buyer is responsible for any charges that may be incurred to complete the return. A Buyer is eligible for a full refund or credit ONLY if the returned unit is received by ECOSMART within thirty (30) calendar days of receipt AND has been inspected by ECOSMART and found to be in the same condition as when purchased. Only when these two conditions are met will a Buyer receive a refund or replacement unit. Ecosmart U.S., LLC will not accept the return of any product without prior written approval from Ecosmart U.S., LLC and the issuance of a Return Merchandise Authorization Number clearly marked on the outside packaging of the return shipment.

AFTER (30) CALENDAR DAYS FROM RECEIPT OF PRODUCT THERE WILL BE NO RETURNS OR WARRANTY WITHOUT RECEIPT OF WARRANTY REGISTRATION BY ECOSMART US. BUYER ACCEPTS ALL SALES AS FINAL. ANY ALTERATION TO THE PRODUCT VOIDS ALL WARRANTIES. Ecosmart U.S. L.L.C. IS NOT RESPONSIBLE FOR ANY OTHER CHARGE OR EXPENSE INCURRED, OTHER THAN THE ORIGINAL PURCHASE PRICE OF THE PRODUCT. Ecosmart U.S. L.L.C. shall not be liable for consequential, special, incidental or contingent expenses or damages arising directly or indirectly from any defect in or of the Product; nor will Ecosmart U.S. L.L.C. be liable for any water damage arising directly or indirectly from the use of the Product or from the failure of or defect in any component part or connecting plumbing. Ecosmart U.S. L.L.C. and Buyer agree to the above terms in their entirety and accept all sales as final without recourse to a credit card company or other financial institution and hereby agree to stipulations and specifications defined within Manufacturer's Limited Lifetime Warranty.

- Warranty Procedure for service:** Have a licensed electrician determine the exact issue that requires repair. Please note that technical support is available for qualified technicians only (licensed electricians and/or plumbers). Technical support that involves potentially dangerous electrical conditions is not available to unqualified persons. When contacting Ecosmart Service Center, please be sure that the technician has a copy of the original Warranty Registration and has reviewed the "Homeowners and Installation Manual" that was supplied with the Product. Ecosmart Technical Assistance, at its sole discretion, will determine the best method for repair. Methods of repair include, but are not limited to, replacement of specific part of Product or replacement of whole unit. If a whole unit requires replacement under the terms of this Manufacturer's Warranty, the original unit must be returned to the ECOSMART office. Buyer must secure the cost of return delivery and replacement unit with a valid U.S. credit card. Credit Card Authorization Forms are available upon request. If the replaced unit arrives at the Ecosmart office within ten (10) calendar days of shipment of new unit and is found to comply within the specifications of this Manufacturer's Warranty then the credit card will not be charged, otherwise, Buyer will be charged amount of replacement unit and shipment cost as agreed upon within Credit Card Authorization Form. If Ecosmart Technical Assistance determines a component requires repair or replacement under the terms of this Manufacturer's Limited Lifetime Warranty, the part will be shipped via standard ground delivery. **If faster shipping service is desired, the Buyer must select and pay for same.**

ANY QUESTIONS REGARDING OUR FIVE (5) YEAR WARRANTY SHOULD BE DIRECTED TO OUR SERVICE CENTER BY CALLING TOLL FREE 877-474-6473 BETWEEN 9:00 AM and 5:00 PM MONDAY thru FRIDAY EASTERN TIME. NO RETURN WILL BE ACCEPTED BY ECOSMART WITHOUT PRIOR APPROVAL AND THE ISSUANCE OF RETURN MERCHANDISE AUTHORIZATION NUMBER CLEARLY MARKED ON THE EXTERIOR OF PACKAGING.