

FIVE YEAR LIMITED WARRANTY ON WELL TANKS

The "COMPANY" warrants this Well Tank in case of a leak within five (5) years from the date of purchase or in the absence of a Bill of Sale verifying said date, from the date indicated on the model and rating plate affixed to this tank. In case of a defect, malfunction, or failure to conform to this warranty, the Company will repair or replace this tank. No labor, installation, or freight (if any) charges are included in this warranty. You must pay these costs.

Prior to return of the well tank or part to the manufacturer for inspection, the Company will, if requested, ship a replacement pump tank or part C.O.D. and later provide such reimbursement as subsequent inspection indicates is due under these warranties.

EXCLUSIONS AND LIMITATIONS OF THESE LIMITED WARRANTIES

1. The limited warranties provided herein are in lieu of any and all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose; provided, however, that implied warranties are not disclaimed during the five-year period from date of purchase. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.
2. The company shall have no liability hereunder, either direct or contingent, for incidental or consequential damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.
3. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.
4. These warranties shall be void and shall have no effect:
 - a. If the design or structure of the tank is, or is attempted to be, modified or altered in any way, including, but not limited to, by attaching non-Company approved appliances or equipment.
 - b. If the tank is not properly installed in accordance with all local ordinances and regulations pertinent to tanks and the installation and instruction manual provided with this tank.
 - c. If the pump tank is installed outdoors. This tank is intended for indoor installation only.
 - d. If the tank is not equipped with new pressure protective equipment required by local codes, but not less than a pressure relief valve certified by a nationally recognized testing laboratory that maintains periodic inspection of production of listed equipment or materials, as meeting the requirements for Relief Valves. This valve must be marked with a maximum set pressure not to exceed the marked hydrostatic working pressure of the tank.
 - e. If the tank is not operated within the factory calibrated limits.
 - f. If leaks in the tank, or defects in other parts, arise as the result of improper use, negligence in operation, accident, or from inability of the tank or any of its parts to function because of repairs, adjustments, or replacements improperly made outside the Company's factory, or because of fire, floods or lightning.
 - g. If the model and rating plate has been defaced or discarded and you do not have a Bill of Sale to verify the purchase date.
 - h. If (1) installed in an area where leakage of the tank or connections would result in damage to the area adjacent to the tank or (2) where such a location is unavoidable, a suitable drain pan is not installed under the tank.
 - i. If the tank is used for any purpose other than a pump tank for potable water well applications.
 - j. If the tank is used with pools, whirlpools, or hot tubs, or with any equipment or system that uses heavily chlorinated or otherwise nonpotable water.
 - k. If leaks in the tank or defects in other parts occur as a result of the tank being exposed to a highly corrosive atmospheric condition.
 - l. If leaks in the tank or defects in other parts occur as a result of the tank containing and/or being operated with desalinated (de ionized) water.
 - m. If leaks in the tank or defects in other parts arise as a result of sizing that does not comply with the manufacturer's currently published sizing guides or sizing recommended by the manufacturer.
 - n. If this pump tank or any part has been under water.
 - o. If a new certified pressure relief valve is not installed and properly maintained.
 - p. If the tank is not installed in the United States, its territories or possessions, and Canada;
5. Replacements and/or repairs furnished under these warranties do not carry a new warranty, only the unexpired portion of the original warranty.
6. The terms of this warranty may not be varied by any person, whether or not purporting to represent or to act on behalf of the Company.
7. In order to obtain service under these warranties you must promptly notify the installing contractor or dealer, giving the nature of the problem and the model and serial number of the tank. If for any reason the installer or dealer cannot be located or fails to provide satisfactory warranty service, you should write the Company with the above information.

8. CLAIM PROCEDURE

Any claim under the warranty should be initiated with the dealer who sold the unit, or with any other dealer handling the warrantor's products. If this is not practicable, the owner should contact:

A. O. Smith
500 Tennessee Waltz Parkway
Ashland City, TN 37015
Phone: 1-800-527-1953
www.hotwater.com

- a. The warrantor will only honor replacement with identical or similar tank which are manufactured or distributed by the warrantor.
- b. Dealer replacements are made subject to in-warranty validation by warrantor.

c. **PROOF-OF-PURCHASE AND PROOF-OF-INSTALLATION DATE ARE REQUIRED TO SUPPORT WARRANTY CLAIM FROM ORIGINAL OWNER. THIS FORM DOES NOT CONSTITUTE PROOF-OF-PURCHASE OR PROOF-OF-INSTALLATION.**

9. DISCLAIMERS

NO EXPRESSED WARRANTY HAS BEEN OR WILL BE MADE ON BEHALF OF THE WARRANTOR WITH RESPECT TO THE MERCHANTABILITY OF THE TANK OR THE INSTALLATION, OPERATION, REPAIR OR REPLACEMENT OF THE TANK. THE WARRANTOR SHALL NOT BE RESPONSIBLE FOR WATER DAMAGE, LOSS OF USE OF THE UNIT, INCONVENIENCE, LOSS OR DAMAGE TO PERSONAL PROPERTY, OR OTHER CONSEQUENTIAL DAMAGE. THE WARRANTOR SHALL NOT BE LIABLE BY VIRTUE OF THIS WARRANTY OR OTHERWISE FOR DAMAGE TO ANY PERSONS OR PROPERTY, WHETHER DIRECT OR INDIRECT, AND WHETHER ARISING IN CONTRACT OR IN TORT. Should governmental regulations or industry standards prohibit the Manufacturer from furnishing a comparable model replacement under this warranty, the Owner will be furnished with the closest comparable tank meeting the then current governmental regulations and industry standards. A supplementary fee may be assessed to cover the additional cost associated with the changes made to meet applicable regulations and standards.

IMPORTANT INFORMATION

Model Number _____ Serial Number _____

INSTALLATION INFORMATION

Date Installed _____ Company's Name _____
Street or P.O. Box _____ City, State, and Zip Code _____
Phone Number _____ Plumber's Name _____