



LIMITED WARRANTY

Stream33 Products LLC ("Stream33") warrants that this Tankless Water Heater and component parts (the "Product") shall be free from defects in material, workmanship and/or manufacturing under normal use and service. This warranty applies to the original purchaser and all subsequent owners ("PURCHASER") provided that the Product remains in the original installation location and was installed by a Licensed Contractor. Should your Stream33 Product prove to be defective in material, workmanship and/or manufacturing under normal use during the durations outlined below, effective on the date of installation (with proof) or from three (3) months after the date of distribution from Stream33 (without proof of installation date), Stream33 will replace defective parts or Product as outlined below. All warranty parts, product and labor claims are subject to Stream33 inspection of the product and installation prior to release of replacement parts, replacement unit or labor reimbursement. All claims must be validated and approved by an authorized Stream33 representative.

FULL FIRST YEAR PARTS/LABOR

If the Product or any part supplied by Stream33 fails due to defects in material or workmanship within the first (1) year of purchase date by the PURCHASER, Stream33 will replace the defective part free of charge, including reasonable market labor allowance at manufacturer's discretion.

LIMITED FIVE YEARS PARTS

Stream33 will replace any part (excluding the heat exchanger) on the Product proven to be defective due to workmanship or materials within the first five (5) years of the purchase date by the PURCHASER. This LIMITED WARRANTY does not include diagnostic time, labor, or any transportation and reinstallation charges that may be required. Products not registered within 60 days from date of installation will default to a 1 Year Parts Warranty.

LIMITED EIGHT YEARS NON-RESIDENTIAL APPLICATION

If the Product supplied by Stream33 installed in a "NON-Residential Application" fails due to defects in material or workmanship within the first eight (8) years of purchase date by the PURCHASER, Stream33 will replace the part or the entire Product free of charge after inspection and approval by Stream33 at its discretion. "NON-Residential Application" refers to Product installed in any location other than homes (single or multi-family), apartments, duplexes, or condominiums used solely for personal, household, or family use. Products not registered within 60 days from date of installation will default to a 5 Year Heat Exchanger Warranty.

LIMITED FIFTEEN YEARS RESIDENTIAL APPLICATION

If the Product supplied by Stream33 installed in a "Residential Application" fails due to defects in material or workmanship within the first fifteen (15) years of purchase date by the PURCHASER, Stream33 will replace the part or the entire Product free of charge after inspection and approval by Stream33. "Residential Application" refers to Product installed in homes (single or multi-family), apartments, duplexes, or condominiums used solely for personal, household, or family use. Products not registered within 60 days from date of installation will default to a 5 Year Heat Exchanger Warranty.

REPLACEMENT WARRANTY

All replacement water heaters and parts are covered under the remainder of the original warranty period. For example, if a water heater with a fifteen (15) year warranty develops a leak due to defects in materials or workmanship after ten (10) years, the replacement unit will only be covered for the remaining five (5) years of the original fifteen (15) year warranty.

WHAT IS NOT COVERED?

This Limited Warranty applies only to Stream33 Products that are installed by licensed contractors who are licensed for installation under applicable local and state laws (a “Licensed Contractor”), and where installation of the Product is completed in strict compliance with (A) all applicable building codes, ordinances, regulations and permits; (B) Stream33’s installation and operation instructions; and (C) good trade practices (each of the foregoing, the “Warranty Conditions”). In the event the Product is not installed by a Licensed Contractor and in strict compliance with each of the Warranty Conditions, this Limited Warranty, and Stream33’s obligations arising hereunder, shall be deemed null and void.

This Limited Warranty does not cover and Stream33 is not liable for, (i) installation charges and/or costs related to the defective Products and/or parts that occur outside of the labor required for warranty covered repair or replacement including shipping, delivery or freight charges; (ii) any labor charges and/or costs related to the defective Products and/or parts including removal charges and required permit fees; (iii) Products which have been damaged as a result of any accident, misuse, abuse, neglect, improper installation or maintenance, the use of abrasive or organic solvent cleaners, flood/water damage, use of fuels or settings not listed on rating plate or modification; (iv) Adverse conditions including venting and scale build up ; (v) failure to use the Product in accordance with the instructions provided by Stream33 ; (vi) Products not installed by a Licensed Contractor; (vii) Products not installed in strict compliance with the Warranty Conditions; and/or (viii) Products for which the Stream33 Registration have not been completed on or before the Registration Deadline.

PRODUCT REGISTRATION

This Limited Product Warranty, and Stream33’s obligations arising pursuant to this Limited Warranty are expressly conditioned upon the Product being registered with Stream33 (the “Stream33 Registration”) within the earlier of (i) sixty (60) days following date the equipment is first installed by a licensed contractor; or (ii) ninety (90) days from the date of purchase (the “Registration Deadline”). In the event the Stream33 Registration is not completed on or before the Registration Deadline, this Limited Warranty shall become null and void and of no further force and effect. Product can be registered online:



WARRANTY RESPONSE

If a defect occurs within the warranty period, at Stream33 manufacture discretion, we will provide a replacement part or, at our discretion, replace the unit during the warranty period. To receive a replacement, you must have prior approval from an authorized Stream33 representative and an RGA reference number. If government regulations require the replacement water heater to include features not present in the defective unit, you will need to cover the cost difference for those required features. We reserve the right to verify any defect claims through inspection.

HOW TO OBTAIN WARRANTY SERVICE

Complete the Warranty Claim Form to report the incident.



Return failed Product with proof of purchase, your name, RGA Code and address within thirty (30) days of failure to:

Stream33 Products LLC
ATTN: 33Brands Quality Team
5700 Lee Road South
Maple Heights, OH 44137

LIMITATION OF LIABILITY

Stream33's liability on any claim of any kind, including, without limitation, warranty, negligence and/or breach of contract, shall in no case exceed the purchase price paid by the Customer. IN NO EVENT SHALL STREAM33 BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, DAMAGE TO PROPERTY) OR PUNITIVE DAMAGES, DAMAGES IN THE NATURE OF PENALTIES OR SIMILAR OR RELATED DAMAGES OF ANY KIND.

DISCLAIMER OF WARRANTIES

STREAM33 EXPRESSLY DISCLAIMS ALL WARRANTIES, EXCEPT AS EXPLICITLY STATED HEREIN, TO THE FULLEST EXTENT PERMITTED BY LAW, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. THIS DISCLAIMER INCLUDES ANY ORAL WARRANTIES OR REPRESENTATIONS MADE OR IMPLIED BY ANY AGENT, EMPLOYEE, SUBCONTRACTOR, MANAGER, DIRECTOR AND/OR REPRESENTATIVE OF STREAM33.