

#### LIMITED WARRANTY

Stream33 Products LLC (Stream33\*) warrants that this Electric Water Heater tank 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, within the earlier of (i) sixty (60) days following date the equipment is first installed by a licensed contractor or (ii) from three (3) months or 90 days 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, unit or labor reimbursement. All claims must be validated and approved by an authorized Stream33 representative.

## **FULL FIRST YEAR 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 allowances.

#### ONE YEAR NON-RESIDENTAL APPLICATION

If the Product supplied by Stream33 installed in a "NON-Residential Application" 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 or replace the entire Product free of charge. "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.

## SIX YEARS RESIDENTAL APPLICATION

If the Product supplied by Stream33 installed in a "Residential Application" fails due to defects in material or workmanship within the first six (6) years of purchase date by the PURCHASER, Stream33 will replace the defective part or replace the entire Product free of charge. "Residential Application" refers to Product installed in homes (single or multi-family), apartments, duplexes, or condominiums used solely for personal, household, or family use.

### 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 six (6) year tank warranty develops a leak due to defects in materials or workmanship after two (2) years, the replacement unit will only be covered for the remaining four (4) year of the original six (6) 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, removal of magnesium anode, use of fuels or settings not listed on rating plate or modification; (iv) Adverse conditions including atmospheric corrosive elements and lime precipitate or sediment in the tank; (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 **using QR code at the bottom of the last page.** 

## WARRANTY RESPONSE

If a defect occurs within the warranty period, at Stream33 manufacture discretion, we will (i) Provide a replacement part (or, at our authorization, replace) the unit during 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 or (ii) Provide a replacement part (or, at our discretion, repair) any part that fails to function within the parts warranty period. To obtain a replacement, you must send us the defective part. If government regulations require the replacement part to include features not present in the defective part, 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 Form to report the incident **using QR code at bottom of the last page.** Return failed Product with proof of purchase, your name, 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.

**Product Registration** 



**Warranty Form** 

