

# AMTROL INC. LIMITED PRODUCT WARRANTY

**Products covered:** all Products manufactured by AMTROL Inc. ("AMTROL") except BoilerMate® - for AMTROL BoilerMate®, see reverse side.

*Important Note: This summary of AMTROL'S warranty policy is for use by AMTROL sales representatives and product retailers. It may be changed without notice. Contact AMTROL to make sure you are using the most recent policy. No one is authorized to make any representations or warranties covering AMTROL Products except those set forth in AMTROL's most recent Warranty policy.*

## Who Receives AMTROL's Product Warranty

All purchasers who first use the new Product. The Warranty is non-transferable.

## What is covered by this Warranty

AMTROL warrants to the purchaser first using the new Product that at the time of manufacture, the Product is free from defects in material and workmanship. Any warranty claim must be made within the time period set forth in the table below for the Product, measured from the time the Product was purchased.

## What AMTROL Will Do If You Have a Covered Warranty Claim

In the event of a breach of the foregoing warranty, AMTROL will at its option either make repairs to correct any defect in material or workmanship or supply and ship either new or used replacement parts or products. AMTROL will not accept any claims for labor or other costs.

## What This Warranty Does Not Cover - Exclusions and Limitations

This Warranty does not cover any failure or problem unless it was caused by a defect in material or workmanship. In addition, this Warranty shall not apply:

- if the Product is not correctly installed, operated, repaired and maintained as described in the INSTALLATION, OPERATING & MAINTENANCE INSTRUCTIONS manual ("Manual") provided with the Product;
- to any failure or malfunction resulting from abuse (including freezing); improper or negligent: handling, shipping (by anyone other than AMTROL), storage, use, operation, accident ; or alteration, lightning, flood or any other environmental condition;
- to any failure or problem resulting from the use of the Product for any purpose other than those specified in the accompanying Manual or alteration of any part of the product;
- this Warranty does not cover labor costs, shipping charges, service charges, delivery expenses, administrative fees or any costs incurred in removing or reinstalling the Product;
- this Warranty does not cover any claims submitted to AMTROL or an AMTROL-authorized distributor or retailer more than 30 days after expiration of the applicable warranty time period described in this Warranty - see table below;
- this Warranty also does not cover repair or replacement costs not authorized in advance by AMTROL.

## Additional Warranty Limitations

**ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY DISCLAIMED.** Some states do not allow limitations on how long an implied Warranty lasts, so the above limitation may not apply to you.

## Limitations of Remedies

**THE REMEDIES CONTAINED IN THIS WARRANTY ARE THE PURCHASER'S OR FIRST USER'S EXCLUSIVE REMEDIES. IN NO CIRCUMSTANCES WILL AMTROL BE LIABLE FOR MORE THAN, AND PURCHASER-FIRST USER'S REMEDIES SHALL NOT EXCEED, THE PRICE PAID FOR THE PRODUCT. IN NO CASE SHALL AMTROL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM NONDELIVERY OR FROM THE USE, MISUSE, OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT OR FROM AMTROL'S OWN NEGLIGENCE OR OTHER TORT.** This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort of under any other legal theory. Such damages include, but are not limited to, inconvenience, loss or damage to property, mold, loss of profits, loss of savings or revenue, loss of use of the products or any associated equipment, facilities, buildings or services, downtime, and the claims of third parties including customers. Some states do not allow the exclusion or the limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

## What To Do If You Have a Problem Covered By This Warranty

Any covered Warranty service must be authorized by AMTROL. Contact the person from whom you purchased the Product, who **must** receive authorization from an AMTROL distributor or AMTROL. If you do not receive a prompt response, call AMTROL directly at 877-517-7673. Notice of a Warranty claim should be submitted by the authorized distributor to AMTROL at the following address:

AMTROL Inc., Warranty Claim Dept.  
1400 Division Rd., West Warwick, RI 02893

Before AMTROL determines to provide any replacement part or product, it may as a pre-condition to making such a determination require that the warranty claimant ship the product, postage prepaid to an authorized AMTROL distributor, or to AMTROL and provide proof of purchase evidenced by the original sales receipt.

## Replacement Product Warranty

In case of replacement of a Product or any component part, AMTROL reserves the right to make changes in the design, construction, or material of the substitute components or products, which shall be subject to all of the terms and limitations of this Warranty, except that the applicable warranty periods shall be reduced by the amount of time the warranty claimant owned the product prior to submitting notification of the warranty claim.

**This Warranty gives you specific legal rights, but you may have others which vary from state to state.**

The following AMTROL products are subject to the warranty time period listed below, from the date of purchase, unless otherwise specified:		
PRODUCT	MODELS	DURATION
Well-X-Trol®	WX-100, WX-200, WX-300 Series	Seven (7) Year Limited Warranty
Champion®	All	Five (5) Year Limited Warranty
Wel-Flo®	All	Five (5) Year Limited Warranty
Retention Tanks	All RT and EC Series	Three (3) Year Limited Warranty
Residential Pressuriser®	All RP Series, All RP-M Series	Two (2) Year Limited Warranty
EXTROL®	15, 30, 60, 90, 1500, 3000, 6000	Five (5) Year Limited Warranty
FILL-TROL®	109, 110, 111, 112, 109-P, 110-P, 111-P	Five (5) Year Limited Warranty
THERM-X-TROL®	ST-5, ST-12, ST-25V	Five (5) Year Limited Warranty
BoilerMate®	See Reverse Side for Detailed BoilerMate® Warranty	
All Other Products	If Not Specified Above	One (1) Year Limited Warranty

AMTROL Inc.  
1400 Division Road • W. Warwick, Rhode Island 02893  
Telephone • 401-884-6300 Fax • 401-885-2567

Revised 12/10  
MC #8015

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# BoilerMate®

**You Should Mail Your Product Registration Card Within 30 Days of Purchase to Ensure Your Warranty Coverage**

## Limited Lifetime Warranty\*

WH Model Numbers Covered: WH-9L, -9Z, -9P, -9P-DW, -9L-DW, -9Z-DW, -7L, -7Z, -7P, -7L-DW, -7Z-DW, -7P-DW

**\*FOR AS LONG AS YOU OWN AND LIVE IN YOUR SINGLE FAMILY HOME**, this Warranty covers the tank assembly and heat exchanger, if you are the first user of this BoilerMate® and purchased it for home use – subject to all of the conditions, limitations and exclusions listed below. Purchasers who buy the BoilerMate® for other purposes, and other component parts are subject to more limited warranties and you should read all of the terms included in this form to make sure you understand your Warranty.

### What is Covered By This Warranty

#### PART I. LIMITED LIFETIME WARRANTY ON BOILERMATE®, TANK ASSEMBLY AND HEAT EXCHANGER

AMTROL Inc. ("AMTROL") warrants that at the time of manufacture, the BoilerMate® heat exchanger and tank assembly shall be free from defects in material and workmanship for one of two time periods:

**PERIOD 1** - If you are the original homeowner-purchaser, for as long as you own and occupy the single-family home in which the BoilerMate® has been installed.

**PERIOD 2** - for five years from the date of purchase if you are a purchaser first using the new BoilerMate®, and you are not a homeowner-purchaser as described in Period 1 (for example, if you purchased the Product for re-sale, or a commercial, industrial, non-residential, multi-unit or rental property application).

#### PART II. LIMITED ONE YEAR WARRANTY ON ALL BOILERMATE® COMPONENT PARTS

AMTROL warrants to the purchaser first using the new BoilerMate® that any other AMTROL supplied components or parts of the BoilerMate® not described in Part I are free from defects in material or workmanship for one year from the date of purchase.

**See additional terms and conditions listed in PART III.**

## Limited Five Year Warranty

Model Numbers Covered: All Models Other Than Models Listed Above Under Limited Lifetime Warranty

For a period of five years from date of purchase, this Warranty covers the tank assembly and heat exchanger, if you are the first user or original owner of this BoilerMate® subject to all of the conditions, limitations and exclusions listed below. Other component parts are subject to more limited warranties and you should read all of the terms included in this form to make sure you understand your Warranty.

### What is Covered By This Warranty

#### PART I. LIMITED WARRANTY ON BOILERMATE® TANK ASSEMBLY AND HEAT EXCHANGER

AMTROL warrants that the BoilerMate® heat exchanger and tank assembly shall, at the time of manufacture, be free from defects in material and workmanship for a period of five (5) years from the date of purchase.

#### PART II. LIMITED ONE YEAR WARRANTY ON ALL BOILERMATE® COMPONENT PARTS

AMTROL warrants to the purchaser first using the new BoilerMate® that, at the time of manufacture, any other AMTROL supplied components or parts of the BoilerMate® not described in Part I are free from defects in material or workmanship for one year from the date of purchase.

**See additional terms and conditions listed in PART III.**

## PART III. ADDITIONAL TERMS & CONDITIONS-ALL MODELS What AMTROL Will Do if You Have a Covered Warranty Claim

AMTROL will make repairs or, at its option, correct any defect in material or workmanship with either new or used replacement parts or products, at its expense. If AMTROL is unable to repair the Product to conform to this Warranty after a reasonable number of attempts, AMTROL will provide, at its option, a replacement part or product. AMTROL will not accept any claims for labor or other costs.

### Additional Exclusions and limitations

This Warranty is non-transferable. The Warranty does not cover any failure or problem unless it was caused by a defect in material or workmanship. In addition, this Warranty shall not apply:

if the BoilerMate is not correctly installed, operated, repaired and maintained as described in the INSTALLATION, OPERATING & MAINTENANCE INSTRUCTIONS manual ("Manual") provided with the Product;

- if the unit has not always been operated within the factory calibrated temperature limits, and at a water pressure not exceeding 150 psi;
- to any failure or malfunction resulting from abuse (including freezing), improper or negligent: handling, shipping (by anyone other than AMTROL), storage, use, operation, accident; or alteration, lightning, flooding or other environmental conditions;
- to any failure or malfunction resulting from failure to keep the unit full of potable water, free to circulate at all times; and with the tank free of damaging water sediment or scale deposits;
- the Warranty does not cover labor costs, shipping charges, service charges, delivery expenses, administrative fees or any costs incurred by the purchaser in removing or reinstalling the BoilerMate®.
- this Warranty also does not cover repair or replacement costs not authorized in advance by AMTROL.
- the Warranty does not cover any claims submitted to AMTROL more than 30 days after expiration of the applicable warranty time period described in this Warranty.

**THESE WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES. NO AMTROL REPRESENTATIVE OR ANY OTHER PARTY IS AUTHORIZED TO MAKE ANY WARRANTY OTHER THAN THOSE EXPRESSLY CONTAINED IN THIS WARRANTY AGREEMENT.**

### Additional Warranty Limitations

**ANY IMPLIED WARRANTIES THE PURCHASER MAY HAVE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL NOT EXTEND BEYOND THE APPLICABLE TIME PERIODS SPECIFIED IN PART I AND II ABOVE.**

Some states do not allow limitations on how long an implied Warranty lasts, so the above limitation may not apply to you.

### Limitations of Remedies

THE REMEDIES CONTAINED IN THIS WARRANTY ARE THE PURCHASER'S EXCLUSIVE REMEDIES. IN NO CIRCUMSTANCES, WILL AMTROL OR THE SELLER OF THE PRODUCT BE LIABLE FOR MORE THAN, AND PURCHASER-USER'S REMEDIES SHALL NOT EXCEED, THE PRICE PAID FOR THE PRODUCT. IN NO CASE SHALL AMTROL OR SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM NONDELIVERY OR FROM THE USE, MISUSE, OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT OR FROM AMTROL'S OWN NEGLIGENCE OR OTHER TORT. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory. Such damages include, but are not limited to, inconvenience, loss or damage to property, loss or damage due to water, flooding or mold, loss of profits, loss of savings or revenue, loss of use of the products or any associated equipment, facilities, buildings or services, downtime, the claims of third parties including customers. Some states do not allow the exclusion or the limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

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