

P.O. Box 429 · 120 Braley Road · East Freetown, MA 02717 · 508-763-8071 · Fax: 508-763-3769

# Limited Warranty for EFTC-140 Appliances

Floor (EFTC-140F) and Wall-Mount (EFTC-140W) Models

HTP warrants each instantaneous appliance and its parts to be free from defects in materials and workmanship according to the following terms, conditions, and time periods. The replacement appliance will be warranted for the unexpired portion of the applicable warranty period of the original appliance. The number of replacement appliances is limited to one (1) per original appliance purchased. Replacement parts will be warranted for 90 days. **UNLESS OTHERWISE NOTED THESE WARRANTIES COMMENCE ON THE DATE OF INSTALLATION.** This limited warranty is only available to the **original owner** of this appliance, and is non-transferable.

Residential Use Warranty	Commercial Use Warranty
10 years – Heat Exchanger, 5 years – Parts	5 years – Heat Exchanger, 1 Year – Parts
USE DEFINTIONS - Residential Use means potable water heating in a single family residence. Commercial Use refers to all other applications,	
including any space heating applications.	

#### COVERAGE

A. Should a defect or malfunction result in a leakage of water within the above-stated warranty periods due to defective material or workmanship, malfunction, or failure to comply with the above warranty, HTP will replace the defective or malfunctioning appliance or part(s) with a replacement of the nearest comparable model available at the time of replacement.

B. If HTP is unable to repair or replace the appliance or part(s) so as to conform to this warranty after a reasonable number of attempts, HTP will then provide, at its option, a replacement appliance. These remedies are the purchaser's exclusive remedies for breach of warranty.

C. If government regulations, industry certification, or similar standards require the replacement appliance or part(s) to have features not found in the defective appliance or part(s), the owner will be charged the difference in price represented by those required features. If the owner pays the price difference for those required features and/or to upgrade the size and/or other features available on a new replacement appliance or part(s), the owner will also receive a complete new limited warranty for that replacement appliance or part(s).

D. If at the time of a request for service the owner cannot provide a copy of the original sales receipt or the warranty registration, the warranty period for the appliance shall then be deemed to have commenced thirty (30) days after the date of manufacture of the appliance and <u>NOT</u> the date of installation of the appliance.

E. This warranty extends only to appliances utilized in heating applications that have been properly installed by qualified professionals based upon the manufacturer's installation instructions.

# **OWNER RESPONSIBILITIES**

To avoid the exclusion list in this warranty, the owner or installer must:

1. Maintain the appliance in accordance with the maintenance procedure listed in the manufacturer's provided instructions. Preventive

maintenance can help avoid any unnecessary breakdown of your appliance and keep it running at optimum efficiency.

2. Maintain all related system components in good operating condition.

3. If the cold water supply line has a backflow preventer, then an expansion tank should be installed to allow for water expansion.

4. Use the appliance at water pressures not exceeding the working pressure shown on the rating plate.

# WARRANTY EXCLUSIONS

This limited warranty will not cover:

1. Any appliance purchased from an unauthorized dealer or online retailer.

2. Any appliance not installed by a qualified heating installer/service technician, or installations that do not conform to ANSI, CSA, and/or ETL standards, as well as any applicable national or local building codes.

3. Service trips to teach you how to install, use, maintain, or to bring the appliance installation into compliance with local building codes and regulations.

4. Failure to locate the appliance in an area where leakage of the tank or water line connections and the combination temperature and relief valve will not result in damage to the area adjacent to the appliance or lower floors of the structure.

5. Any failed components of the heat system not manufactured by HTP as part of the appliance.

6. Appliances repaired or altered without the prior written approval of HTP.

7. Damages, malfunctions, or failures resulting from failure to install the appliance in accordance with applicable building codes/ordinances or good plumbing and electrical trade practices.

8. Damages, malfunctions, or failures resulting from improper installation, failure to operate the appliance at pressures not exceeding the working pressure shown on the rating plate, or failure to operate and maintain the appliance in accordance with the manufacturer's provided instructions. 9. Failure to operate the appliance in an open system with a properly sized and installed thermal expansion tank.

10. Failure or performance problems caused by improper sizing of the appliance, expansion device, piping, or the gas supply line, the venting connection, combustion air openings, electric service voltage, wiring or fusing.

11. Damages, malfunctions, or failures caused by improper conversion from natural gas to LP gas or LP gas to natural gas.

12. Damages, malfunctions, or failures caused by operating the appliance with modified, altered, or unapproved parts.

13. Damages, malfunctions, or failures caused by abuse, accident, fire, flood, freeze, lightning, acts of God and the like.

14. Failures (leaks) caused by operating the appliance in a corrosive or contaminated atmosphere.

15. Damages, malfunctions, or failures caused by operating the appliance with an empty or partially empty tank ("dry firing"), or failures caused by operating the appliance when it is not supplied with potable water, free to circulate at all times.

16. Failure of the appliance due to the accumulation of solid materials and lime deposits.

17. Any damage or failure resulting from improper water chemistry, or heating anything other than potable water. DEFINITION OF POTABLE WATER - Potable water is defined as drinkable water supplied from utility or well water in compliance with EPA secondary maximum contaminant levels (40 CFR Part 143.3) as shown in the table. HTP, Inc. will warrant the heat exchanger coil for hardness up to 12 Grains per gallon.

18. Components of the appliance that are not defective, but must be replaced during the warranty period as a result of reasonable wear and tear.

19. Damages, malfunctions, or failures caused by subjecting the appliance to pressures or firing rates greater than those shown on the rating label.

20. Damages, malfunctions, or failures resulting from the use of any attachment(s) not supplied by HTP.

21. Appliances moved from the original installation location.

22. Appliances that have had their rating labels removed.

EPA DEFINITION OF POTABLE WATER	
Contaminant	Level
Aluminum	0.05 to 0.2 mg/l
Chloride	250 mg/l
Color	15 color units
Copper	1.0 mg/l
Corrosivity	Non-corrosive
Fluoride	2.0 mg/l
Foaming Agents	0.5 mg/l
Iron	0.3 mg/l
Manganese	0.05 mg/l
Odor	3 threshold odor number
рН	6.5 – 8.5
Silver	0.1 mg/l
Sulfate	250 mg/l
Total Dissolved Solids (TDS)	500 mg/l
Zinc	5 mg/l

# PROCEDURES FOR WARRANTY SERVICE REQUESTS

Any claim for warranty assistance must be made promptly. Determine if the appliance is "in-warranty" (that is, within the applicable warranty period) by reviewing a copy of the original sales receipt or warranty registration. The owner must present a copy of the original sales receipt or warranty registration for a warranty service request.

If the appliance is "in-warranty", contact the distributor from whom the appliance was purchased (or the installer) for assistance. Be prepared to provide the retailer or installer with a copy of the original receipt, complete model and serial numbers, and the date of installation of the appliance, in addition to explanation of the appliance problem.

Warranty coverage is subject to validation of "in-warranty" coverage by HTP claims department personnel. All alleged defective or malfunctioning parts must be returned to HTP via the **local distribution channels** where original purchase was made. **NOTE: Any parts or appliances returned to HTP for warranty analysis will become the property of HTP and will not be returned, even if credit is denied.** If all warranty conditions are satisfied, HTP will provide replacement parts to the retailer.

For questions about the coverage of this warranty, please contact HTP at the address or phone number stated below:

# HTP P.O. Box 429 120 Braley Road East Freetown, MA. 02717 Attention: Warranty Service Department

1(800) 323-9651

# SERVICE, LABOR AND SHIPPING COSTS

This limited warranty does not extend to any shipping charges, delivery expenses, or administrative fees incurred by the owner in repairing or replacing the appliance or part(s). This warranty does not extend to labor costs beyond the coverage specified in this warranty document. All such expenses are the owner's responsibility.

#### LIMITATIONS OF YOUR HTP WARRANTY AND REMEDIES

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN CONTRACT OR TORT, WHETHER OR NOT ARISING FROM HTP'S NEGLIGENCE, ACTUAL OR IMPUTED. THE REMEDIES OF THE PURCHASER SHALL BE LIMITED TO THOSE PROVIDED HEREIN TO THE EXCLUSION OF ANY OTHER REMEDIES INCLUDING WITHOUT LIMITATION, INCIDENTAL OR CONSE-QUENTIAL DAMAGES, SAID INCIDENTAL AND CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST PROFIT OR DAMAGES ALLEGED TO HAVE BEEN CAUSED BY ANY FAILURE OF HTP TO MEET ANY OBLIGATION UNDER THIS AGREEMENT INCLUDING THE OBLIGATION TO REPAIR AND REPLACE SET FORTH ABOVE. NO AGREEMENT VARYING OR EXTENDING THE FOREGOING WARRANTIES, REMEDIES OR THIS LIMITATION WILL BE BINDING UPON HTP. UNLESS IN WRITING AND SIGNED BY A DULY AUTHORIZED OFFICER OF HTP. THE WARRANTIES STATED HEREIN ARE NOT TRANSFERABLE AND SHALL BE FOR THE BENEFIT OF THE ORIGINAL PURCHASER ONLY.

#### NO OTHER WARRANTIES

This HTP Warranty gives you specific legal rights, and you may also have other rights that vary from state to state. Some states do not allow the exclusion or limitation of incidental or consequential damages so this limitation or exclusion may not apply to you.

These are the only written warranties applicable to the commercial appliance manufactured and sold by HTP. HTP neither assumes nor authorizes anyone to assume for it any other obligation or liability in connection with said commercial appliances. HTP reserves the right to change specifications or discontinue models without notice.