9 Bosch Tronic 3000T LIMITED WARRANTY

MODELS COVERED

This limited warranty is provided by Bosch Thermotechnology Corp. ("BTC") and covers Bosch Tronic 3000T water heater Models ES2.5, ES4 and ES8 (hereinafter referred to as "Water Heater"). This warranty is provided to the original purchaser of the Water Heater as long as the Water Heater remains installed at its original place of installation.

WARRANTY COVERAGE

Limited Warranty

Water Heater Inner Tank ("Inner Tank") - BTC warrants that the Inner Tank shall remain free of leaks for six (6) years from the date of installation or from date of manufacture if proof of installation is not available, provided it is properly installed and maintained and the other conditions of this warranty are met. If BTC determines that the Product has a defect in workmanship or materials, BTC, at its option, will repair or replace the defective part.

Other Water Heater Components ("Other Components") - BTC

warrants that Other Components will remain free from defects in workmanship and materials for two (2) years from date of original installation or from date of manufacture if proof of installation is not available.

ITEMS NOT COVERED

This limited warranty does not cover the following circumstances:

- 1. Components or parts not provided by BTC.
- 2. Scratches in or discoloration of finishes.
- 3. Serviceable items and normal maintenance as required per the Installation and Maintenance Manual.
- 4. The workmanship of any installer. BTC disclaims and does not assume any liability of any nature for unsatisfactory performance caused by improper installation, repair or maintenance.
- 5. Any labor or material costs for removal, reinstallation, repair and replacement of the defective component or part.
- 6. Electricity or fuel costs, or any increases or unrealized savings in same, for any reason whatsoever.
- 7. Damage caused by abuse, accident, neglect, excessive temperatures or pressures, electrochemical reaction, water and air impurities, electrical failures, flooding or acts of God.
- 8. Damage caused by lack of maintenance of anode rod. See Installation Manual for details.
- 9. Shipping charges, delivery expenses or administrative fees incurred by the purchaser in repairing or replacing the Water Heater.

CONDITIONS OF WARRANTY

The warranty herein is void under the following circumstances:

- 1. Failure or malfunction resulting from improper or negligent operation, accident, abuse, freezing, electrical imbalance characteristics, misuse, unauthorized alteration, incorrect electrical supply, electrical surges, or improper installation, repair or maintenance. Failure to maintain the anode rod. See the Installation and Maintenance Manual for installation and maintenance information.
- 2. Failure or malfunction resulting from a contaminated or corrosive water supply, the addition of unapproved chemicals, operation at abnormal temperatures, pressures or flow rates, or any attachment, accessory or component not authorized and approved by BTC. See the Installation and Maintenance Manual for installation and maintenance information.

- 3. Failure or malfunction resulting from operation of Water Heater not supplied with potable water or is operated with water that may cause deposits or corrosion.
- 4. Work performed without prior authorization or approval and without authorization/requisition number and without proper documentation verifying compliance with above terms.

LIMITED WARRANTY

OTHER THAN THE OBLIGATIONS OF BTC EXPRESSLY SET FORTH HERIN, BTC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BTC'S SOLE OBLIGATION WITH RESPECT TO THE PRODUCT AND PURCHASER'S EXCLUSIVE REMEDIES ARE SET FORTH IN THE FOREGOING LIMITED WARRANTY. BTC SHALL NOT BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES INCLUDING, WITHOUT LIMITATION, INJURY OR DAMAGE TO PERSONS OR PROPERTY OR DAMAGES FOR LOSS OF USE, LOST PROFITS, INCONVENIENCE OR LOSS OF TIME.

NOTE THAT ANY REPAIRED OR REPLACED PRODUCT WILL BE WARRANTED FOR ONLY THE UNEXPIRED TERM OF THE ORIGINAL WARRANTY.

Some states do not allow the exclusion of limitation of damages, or limitations on how long an implied warranty lasts, so the above limitations and exclusions may not apply to you.

WARRANTY CLAIMS PROCESS

If you have a warranty claim you should notify the dealer who sold the Water Heater or submit the warranty claim directly to BTC at Bosch Thermotechnology Corp., 50 Wentworth Avenue, Londonderry, NH 03053. To process your claim, you will need a copy of your original invoice or other proof of purchase and documentation showing the Water Heater Model number, Serial Number, original installation date, place of purchase, and installer's name. The alleged defective components or parts must be returned to BTC in accordance with BTC procedure then in force for handling goods returned for the purpose of inspection to determine cause of failure (contact BTC if you have questions regarding the return process). If BTC determines that the returned components and/or parts are defective and that this warranty applies, BTC will furnish the repaired or replacement components and/ or parts to an authorized BTC distributor who, in turn, will forward the components and/or parts to the heating contractor who installed your Water Heater.

This Warranty applies to Product installed in the Continental United States and Canada only.