



WATT^{ER}SAVER

Heat Pump Water Heater (HPWH) **LIMITED WARRANTY**

Dunkirk Boilers, ("The Company"), offers this warranty to the original purchaser/owner that under normal use and maintenance for domestic hot water production applications. The HPWH will be free from defects in materials and workmanship for a period of 12 months from the documented date of original installation or 18 months from the date of manufacture, if the documented original installation date is not available. In addition, all components of the sealed refrigeration system shall be free from defects in materials and workmanship under normal use and maintenance for a period of 84 months from the documented date of original installation or 90 months from the date of manufacture, if the documented original installation date is not available. The water tank shall be free from defects in materials and workmanship under normal use and maintenance for a period of 84 months from the documented date of original installation or 90 months from the date of manufacture, if the documented original installation date is not available. In the event of an in warranty part or unit replacement, the replacement part, or unit is warranted only for the remaining duration of the original part or unit warranty.

WHAT THE COMPANY WILL WARRANT:

- ❑ The Company, at their discretion, will replace or repair any component that proves to be defective within the prescribed warranty period.
- ❑ In addition, The Company, at their discretion, will either provide a complete unit replacement, or,
- ❑ Repair any sealed refrigeration components that prove to be defective within the prescribed warranty period.
- ❑ The Company, at their discretion, will provide a complete unit replacement if the basic water tank proves to be defective within the prescribed warranty period. These parts will be supplied at no cost to the original owner. However, the replacement cost does NOT include labor or service costs to diagnose, remove, or install a warranty part.

WHAT THE COMPANY WILL NOT WARRANT:

- ❑ **Labor.**
- ❑ Damages to or arising from misapplication, improper installation, or service.
- ❑ Components not supplied or approved by The Company.
- ❑ Installation and normal maintenance such as, but not limited to, replacing air filters, cleaning, and insuring that there is adequate ambient air circulation.
- ❑ Products manufactured or distributed by The Company but installed outside the United States and Canada.
- ❑ Damages from unauthorized alteration, application or improper operation or,
- ❑ Damages or repairs as a consequence of shipping and handling.

Please see page 2 for more information....



THE COMPANY IS ALSO NOT RESPONSIBLE FOR:

Damages caused by faulty or interrupted power supply or electrical service;
Damages caused by acts of God, including, but not limited to: wind, hail, floods, lightening, earthquakes, or other conditions beyond the control of The Company.

FURTHER LIMITATIONS:

THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THE RIGHTS AND REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND CONSTITUTE THE ENTIRE CONTRACT. THIS LIMITED WARRANTY AND ANY OPTIONAL EXTENDED WARRANTIES ARE GRANTED ONLY TO THE ORIGINAL OWNER/USER AND BECOME NULL AND VOID IF PAYMENT FOR THE GOODS OR PRODUCT IS IN DEFAULT.

IN NO EVENT SHALL THE COMPANY BE LIABLE (WHETHER FOR BREACH OF THIS LIMITED WARRANTY OR CONTRACT, FOR STRICT LIABILITY OR NEGLIGENCE, OR OTHERWISE), FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF TIME OR CONVENIENCE, LOSS OF USE OF THE PRODUCT, THE COST OF A PRODUCT RENTAL, COSTS OF GASOLINE, ELECTRICITY, TELEPHONE TRAVEL OR LODGING, OR THE LOSS OF PERSONAL OR COMMERCIAL PROPERTY, WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.

IN NO EVENT SHALL THE COMPANY'S OBLIGATIONS UNDER THIS LIMITED WARRANTY EXCEED THE PURCHASE PRICE OF THE PRODUCT.

ANY REPAIRS PERFORMED UNDER THIS LIMITED WARRANTY SHALL NOT IN ANY WAY EXTEND THE STATUTE OF LIMITATIONS FOR CLAIMS UNDER THIS LIMITED WARRANTY.

NO AGENT, REPRESENTATIVE, OR DISTRIBUTOR OF THE COMPANY HAS ANY AUTHORITY TO ALTER THE TERMS OF THIS LIMITED WARRANTY IN ANY WAY.

For Service or repair:

- 1) Contact the installing contractor
- 2) Call the nearest distributor
- 3) Call, E-Mail or write:

Dunkirk Boilers • 85 Middle Rd. • P.O. Box 32 • Dunkirk, New York 14048
Ph: 716/366-5500 • Fax: 716/366-1209 • E-Mail: heating@dunkirk.com • Web: www.dunkirk.com

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