Limited Warranty for Solar Water Heater

Roth Industries, Inc.

268 Bellew Ave South Watertown, NY 13601 Phone: 315-755-1011

WHAT DOES THIS LIMITED WARRANTY COVER?

This limited warranty applies only to the original consumer purchaser.

For water heaters installed in single family dwellings for residential use:

General Defects and Malfunctions: This warranty covers defects and malfunctions in your new water heater for a period of one year from the original installation date. We will repair or replace, at our option, any defective or malfunctioning component of the water heater. This limited warranty will terminate if you sell or otherwise transfer the water heater, or the water heater is installed at a location different from its original installation location.

Tank and Heat Exchanger (indirect coil only): We also warrant that the tank and heat exchanger will not leak due to defective materials or workmanship for six years from the date of original installation or from date of manufacture in the event the Limited Warranty Registration Card was not completed and returned to manufacturer. If the tank and heat exchanger is leaking and we have verified that the leak is due to a defect in materials and workmanship, we will replace the tank with a tank that is the nearest Roth model available at the time of replacement. If a replacement tank is provided, it will remain warranted under this section as if it were the original tank. For example, if we send you a replacement tank under this limited warranty two years after the original installation date, then the replacement tank will remain warranted for the remaining four years after the original installation date.

For all other water heaters, such as commercial use:

<u>General Defects and Malfunctions</u>: This warranty covers defections and malfunctions in your new water heater for a period of one year from the original installation date. We will repair or replace, at our option, any defective or malfunctioning component of the water heater. This warranty lasts for one year. Coverage terminates if you sell or otherwise transfer the water heater, or the water heater is installed in a different location.

Tank and Heat Exchanger (indirect coil only): We also warrant that the tank and heat exchanger will not leak due to defective materials or workmanship for three years from the date of original installation or from date of manufacture in the event the Limited Warranty Registration Card was not completed and returned to manufacturer. If the tank and heat exchanger is leaking and we have verified that the leak is due to a defect in materials and workmanship, we will replace the tank with a tank that is the nearest Roth model available at the time of replacement. If a replacement tank is provided, it will remain warranted under this section as if it were the original tank. For example, if we send you a replacement tank under this limited warranty two years after the original installation date, then the replacement tank will remain warranted for the remaining one year after the original installation date.

HOW DO YOU GET SERVICE UNDER THE LIMITED WARRANTY?

In order to be eligible for service under this warranty you MUST return the warranty registration card attached below within 30 days of purchasing the water heater.

You must have a copy of the original sales receipt at the time you request service.

To get service under this limited warranty you should contact either the dealer or installer. If dealer or installer is unknown you can contact us Monday through Friday between the hours of 8 o'clock a.m. to 5 o'clock p.m. Eastern Time at the following number: 1-888-266-7684.

You can also write us at the following address:

Roth Industries, Inc.
Solar Storage Tank Warranty Department
268 Bellew Ave South
Watertown, NY 13601

We will respond not later than ten days after we have received your request for service.

WHAT DOES THIS LIMITED WARRANTY NOT COVER?

This limited warranty does not cover water heaters that are or were:

- a. Incorrectly installed, especially where the installation violates state or local plumbing, housing or building codes.
- b. Operated at inappropriate settings, excessive pressures or temperatures.
- c. Exposed to adverse local conditions and specifically sediment or lime precipitation in the tank or corrosive elements in the atmosphere or unacceptable water quality.
- d. Installed outside the United States or Canada.
- e. Accidentally damaged.

Also, we will not cover the following charges, costs and losses:

- a. Any freight or delivery charges.
- b. Any removal or installation charges.
- c. Charges to return the water heater or part to the manufacturer.
- d. Water damage, loss or damage to property, inconvenience or loss of use.

WHAT WILL VOID THE LIMITED WARRANTY?

If you do any of the following, you will void this limited warranty:

- a. Fail to return the warranty registration card within 30 days.
- b. Fail to retain an original copy of your sales receipt.
- c. Fail to retain the actual rating plate from the water heater.
- d. Alter or remove the serial number.
- e. Transfer or sell the water heater.
- f. Remove the water heater from its original location and install it somewhere else
- g. Fail to follow the care and maintenance instructions provided with the water heater.
- h. Remove the anode rods.
- i. Fail to inspect and replace the anode rods (you must retain and present your paid receipts as proof of anode rod replacement).

HOW DOES STATE LAW RELATE TO THIS LIMITED WARRANTY?

This is a limited warranty. WE MAKE NO OTHER EXPRESS WARRANTIES WITH RESPECT TO THIS WATER HEATER. We will not assume, nor authorize any person to assume for us any other liability in connection with the sale or operation of this water heater. ANY IMPLIED WARRANTIES, INCLUDING MECHANTABILITY OR FITNESS FOR A PARTICULAR APPLICATION, IMPOSED ON THIS SALE UNDER THE LAWS OF THE STATE OF SALE ARE LIMITED TO ONE YEAR. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

WE WILL NOT BE RESPONSIBLE FOR WATER DAMAGE, LOSS OF USE OF THE UNIT, INCONVENIENCE, LOSS OR DAMAGE TO PERSONAL PROPERTY, WHETHER DIRECT OR INDIRECT, AND WHETHER ARISING IN CONTACT OR TORT. Some states do not allow the exclusion of incidental or consequential damages, so the above exclusion may not apply to you.