



HAMILTON ENGINEERING CO., INC. LIMITED WARRANTY AND REMEDY

Hamilton Engineering Co., Inc. (“Hamilton”) warrants to the original user of products supplied by it and used in the manner for which they are intended that the products shall be free from defects in material and workmanship for the for applicable Warranty Period (set forth below under “Warranty Periods”). This Limited Warranty shall be subject to all of the terms and conditions herein, including those listed in the Exclusions Section below. Except as may be expressly provided in a written agreement between Hamilton and the user, which is signed by both parties, Hamilton **DOES NOT MAKE ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.** The warranties provided herein are for the benefit of the original purchaser of Hamilton products and may not be assigned.

The sole and exclusive remedy with respect to the above limited warranty or with respect to any other claim relating to the products supplied by Hamilton, however caused, and whether such claim is based upon warranty, contract, negligence, strict liability, or any other basis or theory, is limited to Hamilton’s repair or replacement of the product, or, at Hamilton’s discretion, refund of the purchase price. **IN NO EVENT SHALL HAMILTON BE LIABLE FOR SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE OR PROFITS OR INTERRUPTION OF BUSINESS.**

EXCLUSIONS

Without limiting the generality of the foregoing, Hamilton does not warrant or cover:

1. Any labor charges incurred by any person in connection with the examination, removal, repair or replacement/re-installation of parts claimed by the purchaser or user to be defective.
2. Any shipping or delivery charges incurred in returning or replacing products or components under this warranty.
3. Any failed components of the product or system not manufactured by Hamilton. For any such claims, users shall revert to the respective manufacturer’s warranty. Hamilton shall provide reasonable assistance to users seeking warranty coverage from such component manufacturers.
4. Products repaired or altered without prior written approval of Hamilton so as to adversely affect their performance or reliability.
5. Any damage, defects or malfunctions resulting from improper installation or maintenance, misuse, abuse, accident, neglect, freezing and the like.
6. Any damage or failure resulting from scale buildup or corrosion due to stored water temperatures above 140°F with chlorides (CL-) > 10ppm or .001% weight.
7. Any damage or failure resulting from exposure of the product or any of its components to contaminated air, including, but not limited to, chlorine, chloride, chlorinated hydrocarbons or with halogens, sheetrock particles, dryer lint, dirt or dust.
8. Any damage or failure resulting from improper installation or failure to maintain and operate the product in accordance with the printed instructions that accompany the unit.
9. Components of the product that are not defective, but must be replaced during the warranty period as a result of reasonable wear and tear. Hamilton’s determination of whether any issue is caused by defect or reasonable wear and tear shall be final and conclusive.
10. Malfunctions resulting from, or repairs necessitated by, uses of the product for purposes other than that for which it was designed, or resulting from flood, fire, wind, lightning or other accidental damage.

WARRANTY PERIODS

All warranty periods herein run from (a) the date of installation, or (b) six months from shipment from the Hamilton factory, whichever is earlier (the “Warranty Start Date”). All repairs or replacement parts carry the balance of the original factory warranty. Extra charges may apply if new government or industry codes require new specifications at the time of the repair or replacement.

EVO and 3VO Boiler—15 year limited warranty period. Hamilton will repair or replace units defective in workmanship or materials during the first 15 months from the Warranty Start Date. During months 16 through the seventh anniversary, Hamilton will repair or replace a unit having failed due a leaking heat exchanger due to defects in workmanship or materials. From the seventh anniversary of the Warranty Start Date to the fifteenth anniversary, Hamilton will repair or replace a unit having failed due a leaking heat exchanger due to defects in workmanship or materials at a cost to purchaser equal to the following percentages of the manufacturer’s list price for a complete boiler in effect at the date of replacement.

(continued on back)

Year of Claim:	8–10	11–13	14–15
% to be paid by purchaser:	35%	45%	55%

This warranty only extends to EVO and 3VO boilers used in a closed loop heating applications that have been properly installed in accordance with Hamilton’s installation instructions. Use of the EVO and 3VO boiler as a potable water heating application voids this warranty and coverage shall be as represented in the 10 year EVO water heater warranty.

EVO and 3VO Water Heater—10 year limited warranty period. Hamilton will repair or replace units defective in workmanship or materials during the first 15 months from the Warranty Start Date. During months 16 through the fifth anniversary, Hamilton will repair or replace a unit having failed due a leaking heat exchanger due to defects in workmanship or materials. From the fifth anniversary of the Warranty Start Date to the tenth anniversary, Hamilton will repair or replace a unit having failed due a leaking heat exchanger due to defects in workmanship or materials at a cost to purchaser equal to the following percentages of the manufacturer’s list price for a complete water heater of like capacity and model in effect at the date of replacement.

Year of Claim:	6–7	8–9	10
% to be paid by purchaser:	35%	45%	55%

Copper Fin Boiler—10 year limited warranty period plus extended warranty on heat exchanger as follows. Hamilton will repair or replace units defective in workmanship or materials during the first 15 months from the Warranty Start Date. During months 16 through the tenth anniversary, Hamilton will repair or replace a unit having failed due a leaking heat exchanger due to defects in workmanship or materials. In addition, Hamilton will repair or replace heat exchangers that fail due to thermal shock for a 21 year period.

Copper Fin Water Heater—5 year limited warranty period, plus extended warranty on heat exchanger as follows. Hamilton will repair or replace units defective in workmanship or materials during the first 15 months from the Warranty Start Date. During months 16 through the fifth anniversary, Hamilton will repair or replace a unit having failed due a leaking heat exchanger due to defects in workmanship or materials. In addition, Hamilton will repair or replace heat exchangers that fail due to thermal shock for a 21 year period.

Storage Tank—5 year limited warranty period. This warranty covers leakage due to defects in materials or workmanship. In addition to the general exclusions above, the warranty on this product excludes failures due to adverse local conditions, including sediment or lime precipitate in the tank, corrosive elements in the environment, including, without limitation, high chloride levels (CL-) > 10ppm or .001% weight. This warranty does not apply if case of removal of the anode(s), disconnection of factory components or addition of non-approved components, or operation at settings other than those set forth on the rating plate.

Indirect Water Heater—This limited lifetime warranty covers the stainless steel tank, stainless steel heat exchanger, and component parts for leakage or other malfunction caused by defects in material or workmanship. In addition to the general exclusions above, this warranty excludes excessive use, and does not apply in non-residential use. If this product is used other than for single family housing, the unit will carry a 10 year warranty on tank and one year on parts . In such cases (where the 10 year warranty applies), during the sixth through the tenth anniversary of the Warranty Start Date, replacements will be at a cost to the purchaser equal to the following percentages of the manufacturer’s list price for a complete indirect water heater of like capacity and model in effect at the date of replacement.

Year of Claim:	6–7	8–9	10
% to be paid by purchaser:	35%	45%	55%

SAFETY WARNING: Water heaters are heat producing appliances. To avoid injury from an overheated outer jacket, care should be taken to avoid unnecessary human contact with the jacket and then only with proper precautions, including protective gear. No materials should be stored against the jacket. Under no circumstance should flammable materials such as gasoline or paint thinners be used or stored in the vicinity of the heater or where fumes could reach the heater.

PROCEDURES FOR WARRANTY SERVICES REQUESTS

At the time a claim is filed, the purchaser must present a copy of the original sales receipt or the invoice number on which the appliance was purchased from Hamilton. If, at the time of a request for service the purchaser can not provide a copy of the of the original sales receipt or the warranty card registration, the warranty period for the product shall the be deemed to have commenced thirty (30) days after the date of manufacture (based on the product serial number) and NOT the date of installation. All alleged defective or malfunctioning parts must be returned to Hamilton via trade channels or directly to Hamilton; on receipt Hamilton will, if all warranty conditions are satisfied, provide replacement parts or repairs. Claims must be submitted in writing (a) within 30 days of the last day of the applicable warranty period, or (b) within 30 days of manifestation of the the condition or occurrence giving rise to the claim, whichever is earlier.