

## **Eccotemp Systems, LLC Limited Warranty Information**

**Model (s):** EM Series Mini-tank (EM-2.5, EM-4.0, EM-7.0)

### **I. LIMITED WARRANTY**

Subject to the terms below, Eccotemp Systems, LLC (“Eccotemp”) provides this limited warranty (the “Limited Warranty”) to cover the following Products and Covered Components:

<b>PRODUCT NAME</b>	<b>COVERED COMPONENTS</b>
EM Series Mini-tank (EM-2.5, EM-4.0, EM-7.0) Water Heater	EM Series Mini-tank (EM-2.5, EM-4.0, EM-7.0) Water Heater: ETL certified fittings, accessories, and mounting hardware

This Limited Warranty is being provided to the original purchaser and subsequent owners (the “Owner”), but only while the Product remains as the site of the original installation.

### **II. LIMITED WARRANTY PERIOD**

The term of this Limited Warranty (the “Warranty Period”) begins on the date of purchase and ends as set forth below:

#### **5 YEAR WARRANTY**

The covered components, except for the Heat Element, in the Product are warranted by Eccotemp for a period of five (5) years from the date of purchase when installed according to Eccotemp’s Installation and Operating Instructions.

#### **2 YEAR WARRANTY**

The Heat Element in the Product is warranted by Eccotemp for a period of two (2) years from the date of purchase when installed according to Eccotemp’s Installation and Operating Instructions.

#### **30 DAY WARRANTY**

All accessories that have been provided with the Product at no cost are warranted by Eccotemp for a period of thirty (30) days from the date of purchase when installed according to Eccotemp’s Installation and Operating Instructions.

### **III. WARRANTY COVERAGE**

If, during the Warranty Period, a component in the Product fails because of a manufacturing defect, Eccotemp will repair, replace, or refund the Product to the Owner at Eccotemp’s sole discretion and as determined to be appropriate by the

Eccotemp Support Team. As set forth in Section IV, the Owner may be responsible for all shipping, freight, and handling charges, as well as all fees and costs associated with the warranty service, including, but not limited to, all labor and other costs involved in diagnostic calls or in removing, repairing, servicing, or replacing any component. Eccotemp's sole responsibility under this Limited Warranty is to repair, replace, or refund the cost of the Product at Eccotemp's sole discretion. In the event that an exact replacement component is no longer available, Eccotemp will, at its option, provide a substitute component that Eccotemp deems suitable for the Product. If the Owner reports a subsequent issue with any covered component in the Product, the Owner may be responsible for retaining the failed component(s) for 90 days after a warranty claim is filed and must surrender the component(s) at the request of Eccotemp.

Both Eccotemp and the Owner of the Product are bound by this Limited Warranty.

#### **IV. MAKING A WARRANTY CLAIM**

To make a warranty claim through this Limited Warranty, the Owner must contact Eccotemp's Customer Service team at [support@eccotemp.com](mailto:support@eccotemp.com), schedule a call or live chat on the Eccotemp support page at <http://support.eccotemp.com>. It is within Eccotemp's sole discretion when a repair, replacement, or refund will be issued. Any return for refund must be approved by Eccotemp's Customer Service team prior to shipping the Product back to Eccotemp. Please refer to Returning Your Product For Repair or Refund Policy provided with the Product.

Within the first 45 days of purchase, Eccotemp will cover all ground shipping costs for warranty related issues in the US and Canada, excluding Alaska, Hawaii and any location outside of the continental US and Canada. After the first 45 days of purchase, the Owner is responsible for all shipping to Eccotemp, regardless of reason or circumstance. Eccotemp will cover the warranty related shipping costs when returning the Product to the Owner after repair/inspection. The method for warranty related shipping will be ground equivalent with the provider within Eccotemp's sole discretion.

What information you will need for processing of your warranty claim:

- Proof of purchase
- Serial number
- Photos of the installation
- Photos of the damage point (if there is one)

All shipments of any type of product coming to Eccotemp for any reason must have a Return Goods Authorization ("RGA") number for any repairs to be made. Please contact Eccotemp to obtain an RGA number prior to shipping anything to Eccotemp. Failure to do so could result in loss of Product. Eccotemp will not be responsible for replacement due to loss or damage if these steps are not properly followed.

Any returns to Eccotemp must be sent in the original packaging. If your returned product does not have the original packaging and/or is missing any of the components that came with the product, there will be a nonnegotiable 15% restock fee.

## **V. DISCLAIMER OF WARRANTIES AND RESPONSIBILITY FOR DAMAGES**

EXCEPT AS PROVIDED IN THIS LIMITED WARRANTY, ECCOTEMP MAKES NO WARRANTY, EXPRESS OR IMPLIED, TO ANYONE AS TO FITNESS FOR ANY PURPOSE, MERCHANTABILITY, DESIGN, CONDITION, CAPACITY, PERFORMANCE, OR ANY OTHER ASPECT OF THE PRODUCT OR ITS MATERIAL OR WORKMANSHIP. ALL IMPLIED WARRANTIES WHICH MAY EXIST, NOTWITHSTANDING THIS DISCLAIMER, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. THIS LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER GUARANTEES, WARRANTIES, REPRESENTATIONS, CONDITIONS, OBLIGATIONS, OR LIABILITIES, EXPRESS OR IMPLIED.

ECCOTEMP SHALL NOT BE LIABLE, EITHER IN CONTRACT OR TORT, FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ANY LOSS, DAMAGE, OR INJURY TO PERSONS, INCLUDING DEATH, PROPERTY, OR THINGS, OR FOR DAMAGES OF ANY KIND OR NATURE INCLUDING BUSINESS INTERRUPTION, INCONVENIENCE OR LOSS OF ANTICIPATED PROFITS OR SAVINGS OCCASIONED BY OR ARISING OUT OF THE USE, MISUSE, NONUSE, REPAIR, REPLACEMENT OR DELAY IN DELIVERY OF THE PRODUCT. ECCOTEMP SHALL NOT BE LIABLE FOR THE COST OF ANY WORK DONE BY PURCHASER OR OTHERS TO THE PRODUCT.

This Limited Warranty gives specific legal rights. Some jurisdictions do not allow the exclusion or limitation of implied warranties or incidental or consequential damages. In such jurisdictions, the limitations or exclusions do not apply to the Owner. The Owner may also have other rights that may vary by jurisdiction.

## **VI. EXCLUSIONS**

The following exclusions apply to this Limited Warranty:

1. A repair, replacement, or refund will not be provided under this Limited Warranty unless the Product containing the defective component is properly installed and maintained according to Eccotemp's Installation Manual and Use & Care Manual and in compliance with all applicable federal, state/province, and local laws, regulations, codes, policies, and licensing requirements. Any abuse, misuse, alteration, neglect, or misapplication of the Product will render this Limited Warranty null and void.

2. A repair, replacement, or refund will not be provided if the Product is damaged by services performed by third party service providers other than Eccotemp Systems.
3. Eccotemp systems is not responsible for any expenses arising from labor services, including but not limited to, installation or removal services due to a warranty claim.
4. A repair, replacement, or refund will not be provided if the Product is used in a hot water circulation loop, in series with a circulation system, where an on-demand recirculation system is incorporated, or in any other corrosive or otherwise destructive environment where the Product is not intended to be used as set forth in Eccotemp's Installation Manual and Use & Care Manual.
5. A repair, replacement, or refund will not be provided if the Product is damaged as a result of improper installation, including improper ventilation materials, sizing, length, elevation, condensation drainage, or inadequate airflow.
6. A repair, replacement, or refund will not be provided if the Product is damaged as a result of improper use, including freezing within the unit or surrounding piping, incorrect sizing for the application, scale build up, or incorrect gas and/or water pressure.
7. This Product shall not be used as a pool or spa heater. Use of the Product as a pool or spa heater shall be considered misuse and will render this Limited Warranty null and void.
8. A repair, replacement, or refund will not be provided if the Product is damaged by the use of non-potable, untreated or poorly treated well water, or water with high PH levels or hardness levels in excess of 12 grains per gallon (200 mg/L).
9. A repair, replacement, or refund will not be provided under this Limited Warranty if the original serial number on the Product has been removed or altered in a way that causes the serial number to not be readily determined.
10. Eccotemp will not pay electricity or fuel costs, or increases in electricity or fuel costs, for any reason whatsoever, including additional or unusual use of supplemental electrical heat.
11. Eccotemp will not be responsible for any default or delay in performance under this Limited Warranty caused by any factor or contingency outside of its control.

## **VII. MISCELLANEOUS**

No agent, employee or representative of Eccotemp has any authority to bind Eccotemp to any representation or warranty concerning the Product not contained in this Limited Warranty. Eccotemp reserves the right and authority to change, modify or alter this warranty at any given time.

## **For Customers With a Home Warranty**

*Often your home warranty will assist in covering some of the fees related to your home appliances, such as your water heater. Be sure to check with your home warranty company for assistance prior to reaching out to Eccotemp.*