

10 Warranty

10.1 Additional terms and conditions of the limited warranty for domestic hot water tanks (for all applications)

MODELS COVERED

This limited warranty is provided by Bosch Thermotechnology Corp. (BTC) and covers indirect enameled steel storage tank Model WST 50, Model WST 80 and Model WST 119 installed in a one or two family residential dwelling (hereinafter referred to as "Tank"). This warranty is provided to the original purchaser of the Tank as long as the Tank remains installed at its original place of installation.

WARRANTY COVERAGE

First Six Years –Limited Warranty

BTC warrants that the heat exchanger and tank assembly will remain free of leaks for six years from the date of original installation provided that the Tank is properly maintained by a qualified heating contractor and the other conditions of this warranty are met.

If during this time BTC determines that the leak is the result of a defect in workmanship or materials, BTC, at its option, will repair or replace the heat exchanger and/or tank. Labor charges are not included.

OTHER HOT WATER SYSTEM COMPONENTS

The Tank may be delivered with other system components not manufactured by BTC ("Other Components"). Other Components are warranted by the manufacturer.

BTC also will warrant the Other Components to be free from defects in workmanship and material for one year from the date of installation, provided they are installed and properly maintained by a qualified heating contractor and the other conditions of this warranty are met.

If a defect exists in the Other Components, BTC will repair or replace them and pay for the associated labor charges at BTC approved rates, if BTC determines that a defect in workmanship or materials exists.

10.2 Limited warranty for domestic hot water tank installed in a commercial application

MODELS COVERED

This limited warranty is provided by Bosch Thermotechnology Corp. (BTC) and covers indirect enameled steel storage tank Model WST 50, Model WST 80 and Model WST 119 installed in other than a one or two family residential dwelling (hereinafter referred to as "Tank"). This warranty is provided to the original purchaser of the Tank as long as the Tank remains installed at its original place of installation, subject to the conditions in chapter 10.3.

WARRANTY COVERAGE

First and Second Years –Limited Warranty

BTC warrants that the Tank will remain free of defects in material and workmanship for two years from the date of original installation provided that the Tank is properly maintained by a qualified heating contractor and the other conditions of this warranty are met. If during this time BTC determines that the leak is the result of a defect in workmanship or materials, BTC, at its option, will repair or replace the heat exchanger and/or tank. Labor charges are not included.

OTHER HOT WATER SYSTEM COMPONENTS

The Tank may be delivered with other system components not manufactured by BTC ("Other Components"). Other Components are warranted by the manufacturer.

BTC also will warrant the Other Components to be free from defects in workmanship and material for one year from the date of installation, provided they are installed and properly maintained by a qualified heating contractor and the other conditions of this warranty are met.

If a defect exists in the Other Components, BTC will repair or replace them and pay for the associated labor charges at BTC approved rates, if BTC determines that a defect in workmanship or materials exists.

10.3 Additional terms and conditions of the limited warranty for domestic hot water tanks (for all applications)

The limited warranty for Commercial and Residential Domestic Hot Water Tanks does not cover the following circumstances:

1. Components or parts not provided by BTC.
2. Serviceable items and normal maintenance as required per the Installation Manual.
3. 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.
4. Any labor or material costs for removal, reinstallation, repair and replacement of the defective component or part unless otherwise provided above.
5. Transportation to BTC, if necessary.
6. Damage caused by excessive temperatures or pressures, fuel or gas explosion, electrochemical reaction, water and air impurities, electrical failures, flooding or acts of God.
7. Any Tank that has a failure of malfunction resulting from failure to keep the Tank full of potable water, failure to assure that the water in the Tank is free to circulate at all times, failure to keep the Tank free of water sediment or scale deposits or failure to inspect the anode rods at intervals of not more than two years.
8. Shipping charges, delivery expenses or administrative fees incurred by the purchaser in repairing or replacing the Tank.

CONDITIONS OF WARRANTY

The warranty for Commercial and Residential Domestic Hot Water Tanks is void under the following circumstances:

1. Any Tank that is installed where polybutylene pipe without an oxygen barrier is used.
2. Any Tank that is connected to any closed loop application system that allows oxygen penetration of the system.
3. Failure or malfunction resulting from improper or negligent operation, accident, abuse, freezing, misuse, unauthorized alteration or improper installation, repair or maintenance. See the Owner's Manual for installation and maintenance information.
4. Any Tank that did not have installed a new temperature/pressure relief valve at the time of installation.
5. Any Tank used with insufficient water or is operated with water that cause deposits or corrosion.
6. Failure to inspect the anode rods at intervals of not more than two years. See the Owner's Manual for installation and maintenance information.
7. Any Tank in which the water condition does not achieve and maintain the required water specification including a minimum hardness of at least 2 grains. See the Owner's Manual for installation and maintenance information.
8. 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 TANK 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 heating contractor who installed your Tank and ask that the contractor notify the distributor from whom the contractor purchased the Tank.

If this action is not possible or you don't receive a response, contact 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 original installation date and location.

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 Hot Water Tank.