

LIMITED LIFETIME WARRANTY

Phase III® HM SERIES WATER/COMBINATION HEATER

CONSUMER INFORMATION / CERTIFICATE OF WARRANTY

1- LIMITED ONE YEAR WARRANTY ON ALL PHASE III® WATER/COMBINATION HEATER COMPONENT PARTS.

Triangle Tube/Phase III Co. Inc. hereby warrants the Phase III® Water/Combination Heater when properly registered with our factory at the time of purchase (as set forth below) to be free from defects in material or workmanship. Triangle Tube/Phase III will repair or, at its option, replace the component part under the conditions explained in paragraph 4, hereof.

2- RESIDENTIAL INSTALLATION (one or two family dwellings):

a. Limited Ten Year Warranty

Triangle Tube/Phase III Co. Inc. Inc further warrants, to the original user of the above Water/Combination Heater, that the heat exchanger, consisting of the stainless steel heat exchanger and the outer steel shell, shall be free of leaks during normal use and service for a period of ten (10) years from the date of purchase. In the event that a leak should develop and occur within this limited warranty period due to defective material or workmanship, we will replace the Water/Combination Heater with the nearest comparable model current at the time of replacement, or repair same at our sole option under the conditions explained in paragraph 4, hereof.

b. Additional Limited Lifetime Warranty

Triangle Tube/Phase III Co. Inc., Inc. further warrants to the original user of the above Water/Combination Heater that upon expiration of the first ten (10) years of this warranty as set forth above, the heat exchanger, consisting of the stainless steel heat exchanger and the outer steel tank, shall be free of leaks during normal use and service. In the event that a leak should develop and occur within this limited warranty period due to defective material or workmanship, we will furnish a replacement Water/Combination Heater of the nearest comparable model current at the time of replacement upon payment by the original user of sixty-five percent (65%) of the suggested retail price at time of replacement.

3- COMMERCIAL INSTALLATION:

a. Limited Five Year Warranty

Triangle Tube/Phase III Co. Inc., Inc further warrants, to the original user of the above Water/Combination Heater, that the heat exchanger, consisting of the stainless steel heat exchanger and the outer steel shell, shall be free of leaks during normal use and service for a period of five(5) years from the date of purchase. In the event that a leak should develop and occur within this limited warranty period due to defective material or workmanship,

we will replace the Water/Combination Heater with the nearest comparable model current at the time of replacement, or repair same at our sole option under the conditions explained in paragraph 4, hereof.

b. Additional Limited Lifetime Warranty

Triangle Tube/Phase III Co. Inc., further warrants to the original user, that for an additional period of ten (10) years from the date of expiration of the first five (5) years of this warranty set forth above, the Water/Combination Heater, consisting of the stainless steel heat exchanger and the outer steel shell shall be free of leaks during normal use and service. In the event that a leak should develop and occur within this limited warranty period due to defective material or workmanship, we will furnish a replacement Water/Combination Heater of the nearest comparable model current at the time of replacement upon payment by the original user of sixty-five percent (65%) of the suggested retail price at time of replacement.

4- EXCLUSIONS AND LIMITATIONS.

TRIANGLE TUBE/ PHASE III SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES whether arising out of breach of warranty, breach of contract or otherwise. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the foregoing limitation or exclusion may not apply to you.

ALL THE WARRANTIES IMPLIED BY STATE LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY LIMITED TO THE DURATION OF THE LIMITED ONE YEAR AND LIMITED FIVE YEAR WARRANTY SET FORTH ABOVE. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

THIS WARRANTY IS NOT TRANSFERABLE AND SHALL APPLY ONLY IF THE WATER/COMBINATION HEATER,

- a- Is correctly installed and/or operated according to the installation and/or operating instructions contained in the installation manual provided with the units; and
- b- Is operated within the factory calibrated limits of temperature and pressure, and equipped with a new temperature pressure valve at the time of installation bearing the listing of American Society of Mechanical Engineers (A.S.M.E); and

IMPORTANT

**REGISTRATION
REQUIRED**

Triangle Tube/Phase III®
Warranty Registration Dept.
Freeway Center
1 Triangle Lane
Blackwood NJ 08012-9838

Place
Stamp
Here

- c- Has been operated (a) utilizing the particular fuel for which it was designed and equipped, as set forth in Triangle Tube's installation and service manual, (b) at an output rate not in excess of the rate showing on the rating plate attached to the Appliance and not less than 80% of said rate (when fired with natural gas) and with the appropriate automatic operating and limit controls (and adequate expansion tank properly maintained where applicable); and
- d- Has been serviced on a periodic basis, at least twice a year, to assure that it is working properly and has had all repairs performed on it, as and when needed, by an experienced and qualified heating mechanic, registered plumber or oil dealer serviceman; and
- e- Has adequate ventilation and a sufficient source of air, is not exposed to any unusual atmospheric conditions including, without limitation, exposure to foreign particles such as saw dust and exposure to chlorine or other corroding substances; and has used water which is not rusty, sandy, discolored or not registering a ph reading of between seven (7) and eight (8).

THIS WARRANTY IS VOID AND SHALL NOT APPLY IF:

1. The Water/Combination Heater is not installed in accordance with Triangle Tube Phase III's installation and operating manual by an experienced and qualified heating mechanic skilled in the installation of Triangle Tube Phase III equipment; or
2. The failure or malfunction results from improper or negligent operation, accident, abuse, freezing, misuse, unauthorized alteration or improper repair or maintenance; or
3. The failure or malfunction results from failure to keep the tank full of potable water, free to circulate at all time and with the tank free of damaging water sediment or scale deposits; or
4. Potable water is used in the unit with a chloride or chlorine content higher than 80 mg/liter (see and contact your local water distributor or supplier); or
5. Your home contains any type of water softener system and the unit is not installed and maintained in accordance with the manufacturer specifications; or
6. A polybutylene pipe without an oxygen absorption barrier is used; or
7. The Water/Combination Heater is used for non-potable applications such as pool or process heating; or
8. The unit is used outside the United States, its territories or possessions, or Canada; or
9. The failure or malfunction occurs on a component, control, air vent or component part not solely manufactured by Triangle Tube/Phase III.

5- SHIPPING - ASSEMBLY - INSTALLATION

Any and all costs required to disassemble, remove, ship, reassemble and reinstall a Water/Combination Heater or part there of ARE NOT COVERED under this warranty and shall be borne by original user. Deliveries under this warranty may be contingent upon Triangle Tube/Phase III receiving shipments of equipment from outside the United States and Triangle Tube/Phase III shall not be liable for any failure or delay in delivery due to any cause beyond its control.

6- GENERAL PROVISIONS

For prompt warranty service, notify the installer who, in turn, will notify the Triangle Tube distributor from whom he purchased the Water/Combination Heater. If this action does not result in warranty service, contact TRIANGLE TUBE/PHASE III, Freeway Center, Blackwood, NJ 08012, with details in support of the warranty claim. This notification must include the user's name, address and the serial number of the Water/Combination Heater and proof of purchase. If the original user cannot provide proof of purchase, the warranty shall begin from the date of manufacture as indicated by serial number. In the event that the defect or leak appears after the expiration of the Limited Warranty for the first five (5) years from the date of original installation, the Water/Combination Heater shall be replaced only upon payment to TRIANGLE TUBE/PHASE III@ of the percentage of the amount suggested retail price as set forth above. Any replacement under this Limited Warranty, except under paragraph 1, 2b and 3b shall only carry a warranty for unexpired portion of the original Warranty.

ALL THE WARRANTIES IMPLIED BY STATE LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY LIMITED TO THE DURATION OF THE LIMITED ONE YEAR AND FIRST YEAR WARRANTY SET FORTH ABOVE. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

A) *In order to gain coverage under this warranty the consumer is required to fill out and mail the attached warranty registration within thirty (30) days of purchase. (For first occupants of a new home, the date of closing should be deemed the date of purchase)*

THIS EXPRESS WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, GUARANTEES, AGREEMENTS, AND SIMILAR OBLIGATION OF MANUFACTURER WITH RESPECT TO THE REPAIR OR REPLACEMENT OF ANY SAME OR SIMILAR PRODUCT. TRIANGLE TUBE/PHASE III@ NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ITS PRODUCT. Any and all descriptions, specifications, instructions, drawings, samples or models furnished to the original user do not constitute express warranties.

This is our exclusive written warranty. It gives you specific legal rights, but you may also have other rights which vary from state to state.

Phase III® HM Series Water/Combination Heater Warranty

IMPORTANT: Registration required for complete warranty protection, fill and mail this card immediately.

Name: _____ **Model No.:** _____

Street: _____ **Serial No.:** _____

City: _____ **State:** _____ **Zip:** _____

Date Installation: _____ **Installed by:** _____
(Name of Firm)