

LIMITED LIFETIME WARRANTY

GINIUS INDIRECT WATER HEATER

Consumer Information

1. LIMITED ONE YEAR WARRANTY ON ALL Triangle Tube WATER HEATER COMPONENTS PARTS

Triangle Tube/Phase III Co. Inc. hereby warrants to the original user, that the water 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.

2. RESIDENTIAL INSTALLATION - second year and beyond (one or two family dwellings, or buildings with separate water heaters for each unit, providing the original consumer purchaser must reside on a permanent basis).

a- LIMITED LIFETIME FOR THE TANK ASSEMBLY

Triangle Tube/Phase III Co. Inc. further warrants to the original user, that the tank assembly, consisting of the outer stainless steel tank and inner stainless steel heat exchanger, shall be free of leaks during normal use and service. In the event that a leak should develop in the tank assembly due to defective material or workmanship, we will replace the water heater with the nearest comparable model available at the time of replacement or repair same at our sole option and at no cost to the original user except as set forth below.

3. COMMERCIAL INSTALLATION - six years non-prorated

a- SIX YEARS LIMITED WARRANTY

Triangle Tube/Phase III Co. Inc. Further warrants to the original user that the tank assembly, consisting of the outer stainless steel tank and inner stainless steel heat exchanger, shall be free of leaks during normal use and service for a period of six (6) years from the date of the 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 heater with the nearest comparable model available at the time of replacement or repair same at our sole option and at no cost to the original user except as set forth below.

4. OTHER

In the event of use with a steam boiler, Triangle Tube/Phase III Co. Inc. warranty to the original user of the water heater shall apply in the same terms as described above, but shall be limited to a period of five (5) years from the date of the installation whether a leak and/or other defects are claimed.

5. EXCLUSIONS AND LIMITATION

THIS WARRANTY IS NOT TRANSFERABLE AND SHALL APPLY ONLY IF:

- a- The water heater is correctly installed by a qualified heating or plumbing contractor whose principal occupation is the sale and installation of plumbing, heating and/or air conditioning equipment and the product is installed and/or operated according to national, state or local plumbing, housing or building codes and to the installation and/or operating instructions contained in the installation manual provided with the units and
- b- The water heater is operated within the factory calibrated limits of temperature and pressure, and equipped with a new temperature pressure relief valve at the time of installation bearing the listing of American Society of Mechanical Engineers (A.S.M.E).
- c- The water heater must be registered within 60 days of installation.
In some states, registration is not required, but proof of installation is required.

THIS WARRANTY IS VOID AND SHALL NOT APPLY IF:

- 1. The failure or malfunction results from improper or negligent operation, accident, abuse, freezing, misuse, fire, flood, an act of God, unauthorized alteration or improper repair or maintenance; or
- 2. 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

3. Potable water is used in this unit with chloride or chlorine content higher than 150 mg/liter (see and contact your local water distributor or supplier); or
4. Your home contains any type of water softener system and the unit is not **installed** and **maintained** in accordance with the manufacturer specifications; or
5. A non-metallic piping without an oxygen absorption barrier is used; or
6. The water heater is used for non-potable applications such as pool or process heating; or
7. The unit is used outside the United States, its territories or possessions, or Canada; or
8. The failure or malfunction occurs on a component, control, air vent or component part not solely manufactured by Triangle Tube/Phase III.
9. The warranty does not cover:
 - a. Production of noise, taste, odors, discoloration, accident or rusty water.
 - b. Incidental property damage, loss of use, inconvenience or other incidental or consequential costs.
 - c. Normal wear and tear
 - d. Any product not properly sized for the application
10. The failure or malfunction is the result of leakage/corrosion due to improper use of thread sealant and/or pipe fittings and fixtures with non-ANSI standard threads.

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.

6. SHIPPING - ASSEMBLY - INSTALLATION

Any and all costs required to disassemble, remove, ship, reassemble and reinstall the water 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.

7. GENERAL PROVISIONS

For prompt warranty services, notify the installer who, in turn, will notify the Triangle Tube distributor from whom he purchased the water heater.

This notification must include the user's name, address and the serial number of the water 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 date of the limited five-year warranty (commercial installation), the water heater shall be replaced on the upon payment to Triangle Tube/Phase III of the percentage of the amount suggested retail price is set forth above. Any replacement under this Limited Warranty shall only carry a warranty for the unexpired portion of the original Warranty.

ALL OF 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 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 the coverage under this warranty the consumer is required to register online within 60 days of the purchase. (For first occupants of a new home, the date of closing should be deemed the date of purchase)*

THIS EXPRESSED WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, GUARANTEES, AGREEMENTS, AND SIMILAR OBLIGATIONS OF MANUFACTURER WITH RESPECT TO THE REPAIR OR REPLACEMENT OF ANY SAME OR SIMILAR PRODUCT. TRIANGLE TUBE/PHASE III NEITHER ASSUMES NOR AUTHORISES ANY OTHER PERSON TO ASSUME FOR ANY OF THE 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.

How to register my Triangle Tube product:

1. To register your product please visit www.triangletube.com.
2. Click on the "services" tab on the upper right-hand corner.
3. Select Product Registration.