

# LIMITED LIFETIME WARRANTY

## SMART 316 INDIRECT WATER HEATER

### 1- LIMITED ONE YEAR WARRANTY ON ALL SMART 316 INDIRECT WATER HEATER COMPONENT PARTS.

Triangle Tube/Phase III Co. Inc. (Triangle Tube) hereby warrants to the original purchaser, that the Smart 316 Indirect Water Heater to be free from defects in material or workmanship. Triangle Tube will repair, or at its option, replace the component part under the conditions explained below.

### 2- RESIDENTIAL INSTALLATION – One or two family dwellings, or buildings with separate Smart 316 Water Heaters for each unit, providing the original purchaser resides on a permanent basis.

#### a. LIMITED LIFETIME FOR THE TANK ASSEMBLY

Triangle Tube further warrants to the original purchaser that the Smart 316 Indirect Water Heater tank assembly, consisting of the outer steel shell and inner stainless steel tank, shall be free of water leaks during normal use and service. In the event that a water leak should develop in the tank assembly due to defective material or workmanship, we will replace the Smart 316 Indirect Water Heater with our nearest comparable model available at the time of replacement or repair same at our sole option and at no cost to the original purchaser except as set forth below.

#### b. STEAM BOILER APPLICATION TANK ASSEMBLY WARRANTY

In the event that a Smart 316 Indirect Water Heater is installed in a steam heating system by utilizing the boiler water, Triangle Tube further warrants to the original purchaser that the Smart 316 Indirect Water Heater tank assembly, consisting of the outer steel shell and inner stainless steel tank, shall be free of water leaks during normal use and service for a limited period of five (5) years from the date of installation. In the event that a water leak should develop in the tank assembly due to defective material or workmanship, we will replace the Smart 316 Indirect Water Heater with our nearest comparable model available at the time of replacement or repair same at our sole option and at no cost to the original purchaser except as set forth below.

#### c. MID LEVEL EXTENDED WARRANTY

Triangle Tube further warrants to the original purchaser that upon successful product registration, a labor allowance will be provided in the event that replacement of the Smart 316 Indirect Water Heater is necessary due to defective material or workmanship during the first (1) year after installation. The first (1) year labor allowance will be provided according to the labor allowance schedule listed on our website and is subject to change at any time.

#### d. HIGH LEVEL EXTENDED WARRANTY

Triangle Tube further warrants to the original purchaser that upon:

- i. Successful product registration of a Smart 316 Indirect Water Heater and;
- ii. Successful product registration of a Triangle Tube Prestige or Instinct Boiler installed at the same time as the Smart 316 Indirect Fired Water Heater and Triangle Tube issuing a "Certificate of Compliance" confirming combustion readings submitted by a competent installer, have been correctly set and checked using a calibrated combustion analyzer.

All Smart 316 Indirect Water Heater component parts shall carry a six (6) year warranty and in addition a labor allowance will be provided in the event that replacement of the Smart 316 Indirect Water Heater is necessary due to defective material or workmanship during the first three (3) years after installation. Triangle Tube will repair, or at its option, replace the component part under the conditions explained below. The first three (3) year labor allowance will be provided according to the labor allowance schedule listed on our website and is subject to change at any time.

### 3- COMMERCIAL INSTALLATION – Smart 316 Water Heaters used in a commercial setting shall mean any usage not falling within the above definition of a residential installation.

#### SIX YEAR LIMITED WARRANTY FOR THE TANK ASSEMBLY

Triangle Tube further warrants to the original purchaser that the Smart 316 Indirect Water Heater tank assembly, consisting of the outer steel shell and inner stainless steel tank, shall be free of water leaks during normal use and service for a period of six (6) years from the date of installation. In the event that a water leak should develop and occur within this limited warranty period due to defective material or workmanship, we will replace the Smart 316 Indirect Water Heater with our nearest comparable model available at the time of replacement or repair same at our sole option and at no cost to the original purchaser except as set forth below.

### 4- OWNER'S RESPONSIBILITIES:

Owners are responsible for selecting a qualified service provider in addition to,

- a. Following all instructions enclosed with the product.
- b. Retaining all bills of sale or receipts for proof of proper installation.
- c. Providing copies of all service and regular maintenance records.
- d. Contacting your installer or dealer as soon as any problem or defect is noticed.

### 5- EXCLUSIONS AND LIMITATIONS

**TRIANGLE TUBE SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES whether arising out of breach of warranty, breach of contract or otherwise.**

**THIS WARRANTY IS NOT TRANSFERABLE AND SHALL APPLY ONLY IF THE SMART 316 INDIRECT WATER HEATER:**

- a. 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 unit; and
- b. 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.); and
- c. Has been **serviced** on a periodic basis, **at least once 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.

## THIS WARRANTY IS VOID AND SHALL NOT APPLY IF:

1. The Smart 316 Indirect Water Heater is not installed in accordance with Triangle Tube's installation and operating manual by an experienced and qualified mechanic skilled in the installation of Triangle Tube equipment; or
2. The failure or malfunction results from improper or negligent operation, improper application, improper delivery, accident, abuse, freezing, misuse, fire, flood, insurrection, riot, war, external damage of any kind, an act of God, unauthorized alteration or **improper repair or maintenance**; or
3. The failure or malfunction results from failure to keep the tank full of water, free to circulate at all time and with the tank free of damaging water sediment or scale deposits; or
4. Is used for non-potable applications such as pool or process heating; or
5. Potable water is used in the unit with a chloride or chlorine content higher than 150 mg/liter (contact your local water distributor or supplier); or
6. Potable water is supplied by a water softener system and the unit is not installed and maintained in accordance with the manufacturer specifications; or
7. Non metallic piping without an oxygen barrier is used; or
8. Any leaks originating at the piping connections located at the top of the tank result in an outer tank leak; or
9. The unit is used outside the United States, its territories or possessions, or Canada; or
10. The failure or malfunction occurs on a component, control, air vent or component part not solely manufactured by Triangle Tube; or
11. The Smart 316 Indirect Water Heater was purchased from an unauthorized dealer or online retailer; or
12. 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.
13. **The Warranty does not cover:**
  - a. Production of noise, taste, odors, discoloration, accident, or rusty water; or
  - b. Incidental property damage, loss of use, inconvenience or other incidental or consequential costs; or
  - c. Normal wear and tear; or
  - d. Performance problems caused by improper sizing of the Smart 316 Indirect Water Heater, expansion device, or piping; or
  - e. Failures caused by operating the Smart 316 Indirect Water Heater in a corrosive or contaminated atmosphere; or
  - f. Smart 316 Indirect Water Heaters moved from the original installation location; or
  - g. Smart 316 Indirect Water Heaters that have had their rating label removed; or
  - h. Smart 316 Indirect Water Heaters used in steam boiler applications with steam pressures exceeding 10 PSI; or
  - i. Damages, malfunctions, or failures caused by subjecting the Smart 316 Indirect Water Heater to pressures greater than those listed on the rating label; or
  - j. Damage to any other building components or property due to hard water, scale build-up, excessive oxygenation or external water leakage.

## 6- SHIPPING – ASSEMBLY - INSTALLATION

Any and all costs required to disassemble, remove, ship, reassemble and reinstall a Smart 316 Indirect Water Heater or part there of are **NOT COVERED** under this warranty and shall be borne by the original purchaser. All labor charges asserted by any person in connection with the travel, inspection, repair and/or replacement of parts claimed to be defective are **NOT COVERED** under this warranty and shall be borne by the original purchaser. Deliveries under this warranty may be contingent upon TriangleTube receiving shipments of equipment from outside the United States and Triangle Tube shall not be liable for any failure or delay in delivery due to any cause beyond its control.

## 7- GENERAL PROVISIONS

For prompt warranty service, notify the installer who, in turn, will notify the Triangle Tube distributor from whom he purchased the Smart 316 Indirect Water Heater. Any component parts or tanks replaced under the Limited Warranty shall only carry a warranty for the unexpired portion of the original warranty. If the original purchaser cannot provide proof of purchase, the warranty shall begin from the date of manufacture as indicated by serial number.

**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 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 EXPRESSED 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 purchaser 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](http://www.triangletube.com).
2. Click on REGISTER PRODUCT at the top of the page.