
LIMITED WARRANTY – HOT WATER STORAGE TANKS

These IBC Technologies Inc. warranties protect your Hot Water Storage Tank, and are applicable to the original purchasers only.

WARRANTY COVERAGE FOR RESIDENTIAL USAGE

The warranties listed in this section shall apply to IBC Technologies Inc. tanks used in a residential setting by the original consumer purchases only. A "residential setting" as used herein shall mean usage in a single-family dwelling in which the original consumer purchaser of the tank resides on a permanent basis. "Residential setting" shall also mean usage in a multiple family dwelling provided that an IBC Technologies Inc. tank services only one (1) dwelling in a multiple family dwelling. The term "residential setting" shall not include any usage of the indirect-fired water heater above 150 degrees Fahrenheit.

IBC Technologies Inc. warrants that it will repair or replace, at its option, without charge, any defective or malfunctioning component of the water heater during the first year after the original date of installation. It is expressly agreed between IBC Technologies Inc. and the original consumer purchaser that repair or replacements are the exclusive and sole remedy of the original consumer purchaser.

During the remaining lifetime of the water heater, IBC Technologies Inc. will repair or replace, at its option, without charge, any water heater having a defect or malfunction that results in a water leak from outer the jacket, inner tank, or heat exchanger as a result of normal use and service. It is expressly agreed between IBC Technologies Inc. and the original consumer purchaser that the repair or replacement is the exclusive and sole remedy of the original consumer purchaser.

Should a defect or malfunction result in a leakage of water within the above-stated warranty periods due to defective material or workmanship, malfunction, or failure to comply with the above warranty, such defect or malfunction having been verified by an authorized IBC Technologies Inc. representative, then IBC Technologies Inc. will replace the defective or malfunctioning water heater with a replacement water heater of the nearest compatible model available at the time of replacement.

If IBC Technologies Inc. is unable to repair or replace a water heater so as to conform to this warranty, after a reasonable number of attempts, then IBC Technologies Inc. will provide at its option, either a replacement product, or a full refund of the purchase price. These remedies are the consumer purchaser's exclusive remedies for breach of the warranty.

If at the time of the request for service, the original consumer purchaser cannot provide a copy of the original sales receipt, or equivalent document, then the warranty period for the water heater shall be ten (10) years from the date of its manufacture.

WARRANTY COVERAGE FOR COMMERCIAL USAGE

The warranties listed in this section shall apply to IBC Technologies Inc. water heaters used in a commercial setting by the original consumer purchasers only. A "commercial setting" as used herein shall mean any usage not falling within the above definition of a "residential setting". An IBC Technologies Inc. water heater shall be deemed used in a "commercial setting" if at any time it is operated at a temperature above 150 degrees Fahrenheit.

IBC Technologies Inc. warrants that it will repair or replace, at its option, without charge, any defect or malfunctioning of the water heater during the first year after the original date of delivery to the original consumer purchaser. It is expressly agreed between IBC Technologies Inc. and the original consumer purchaser that the repair or replacement is the exclusive and sole remedy.

During the second through fifth years after the original date of delivery to the original consumer purchaser, IBC Technologies Inc. will repair or replace, at its option, without charge, any water-heater having a defect or malfunction that results in a water leak from the outer jacket, inner tank, and heat exchanger as a result of normal use and service. It is expressly agreed between IBC Technologies Inc. and the original purchaser that the repair or replacement is the exclusive and sole remedy of the original consumer purchaser.

Should a defect or malfunction result in a leakage of water within the above-stated warranty periods due to defective material or workmanship, malfunction, or failure to comply with the above warranty, such defect or malfunction having been verified by an authorized IBC Technologies Inc. representative, then IBC Technologies Inc. will replace the defective or malfunction water heater with a replacement indirect water heater of the nearest comparable model available at the time of replacement.

If IBC Technologies Inc. is unable to repair or replace the water heater so as to conform with this warranty after a reasonable number of attempts, then IBC Technologies Inc. will provide, at its option, either a replacement product, or a full refund of the purchase price. These remedies are the exclusive remedies of the original consumer purchaser.

EXCLUSIONS: WHAT IS NOT COVERED BY EITHER OF THESE WARRANTIES**IBC Technologies Inc. does not warrant:**

1. Defects or malfunctions resulting from improper installation or failure to maintain and operate an indirect-fired water heater in accordance with the printed instructions which accompany the water heater.
2. Defects or malfunctions resulting from consumer damage, such as: (A) improper maintenance or (B) misuse, abuse, accident, or alteration.
3. Defects or malfunctions on indirect-fired water heaters where the original serial number cannot be readily determined.
4. Service calls not involving malfunction or defects in materials or workmanship, and the original consumer purchaser shall pay for such calls.
5. Water heaters installed outside of the United States and Canada.
6. Water heaters repaired or altered without prior written approval of IBC Technologies Inc. so as to affect adversely their reliability.
7. Components of an indirect-fired water heater which are not defective, but must be replaced during the warranty period as a result of reasonable wear and tear.
8. Components of an indirect-fired water heater which are subject to warranties, if any, given by their manufacturers. IBC Technologies Inc. does not adopt these warranties.
9. Malfunctions resulting from, or repairs necessitated by, a failure to maintain an indirect-fired water heater free of water sediments or scale deposits

Continued from page 1: (IBC Technologies Inc. does not warrant)

10. This warranty does not extend to labor costs, shipping charges, delivery expenses, or administrative fees incurred by the original household consumer purchaser in repairing or replacing an indirect-fired water heater.
11. **IBC Technologies Inc. will not accept claims for labor costs incurred by the original consumer purchaser in removing or reinstalling a tank.**
12. Malfunctions resulting from, or repairs necessitated by, uses of the indirect-fired water heater for purposes other than that for which it was designed, or resulting from flood, fire, wind, or lightning.

OWNER'S RESPONSIBILITIES

The owner or installer must:

1. Have the storage tank installed with a vacuum relief valve and a temperature and pressure relief valve bearing the listing marks of the American Society of Mechanical Engineers (A.S.M.E), in accordance with local jurisdictional, and federal codes / ordinances.
2. Operate the storage assembly at a pressure below that shown on the rating plate on the pressure relief valve.
3. Keep the tank free of scale deposits.
4. **Make provisions so if the tank or any component part or connection should leak, the resulting flow of water will not cause damage to the area in which it is installed.**
5. The warranty hereunder does not apply to defects resulting from:
6. Freezing, excessive pressure, or leaks at water connections.
7. Failure of a component, control or component part other than a component part manufactured solely by IBC Technologies Inc.
8. Any cause similar to the above, not resulting solely due to defective material and/or workmanship.
9. Water Quality: The warranties extended by IBC Technologies Inc. are conditioned upon potable water with a Ph not to exceed 8.0 and not below 6.0, and/or chloride concentrations not to exceed 80 parts per million (ppm). IBC Technologies Inc. specifically disclaims liability of any kind resulting from or relating to potable water that does not match these characteristics.

LIMITATION OF WARRANTIES AND REMEDIES

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, AND ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN CONTRACT OR TORT, WHETHER OR NOT ARISING FROM IBC TECHNOLOGIES INC. NEGLIGENCE, ACTUAL OR IMPUTED.

THE REMEDIES OF THE ORIGINAL CONSUMER PURCHASES SHALL BE LIMITED TO THOSE PROVIDED HEREIN TO THE EXCLUSION OF ANY OTHER REMEDIES INCLUDING WITHOUT LIMITATION, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST PROFIT, OR DAMAGES ALLEGED TO HAVE BEEN CAUSED BY ANY FAILURE OF IBC TECHNOLOGIES INC. TO MEET ANY OBLIGATION UNDER THIS AGREEMENT INCLUDING THE OBLIGATION TO REPAIR AND REPLACE SET FORTH ABOVE.

NO AGREEMENT VARYING OR EXTENDING THE FOREGOING WARRANTIES, REMEDIES, OR THIS LIMITATION WILL BE BINDING UPON IBC TECHNOLOGIES INC. UNLESS IN WRITING AND SIGNED BY A DULY AUTHORIZED OFFICER OF IBC TECHNOLOGIES INC.

THE WARRANTY STATED HEREIN IS NOT TRANSFERABLE AND SHALL BE FOR THE BENEFIT OF THE ORIGINAL CONSUMER PURCHASER OF A WATER HEATER ONLY.

These warranties give you specific legal rights, and you may also have other rights, which may vary from jurisdiction to jurisdiction. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages so this limitation or exclusion may not apply to you.

These are the only written warranties applicable to water heaters manufactured and sold by IBC Technologies Inc. IBC Technologies Inc. neither assumes nor authorizes anyone to assume for it any other obligation or liability in connection with said water heaters.

SERVICE REQUESTS

FOR SERVICE UNDER THESE WARRANTIES CONTACT IBC TECHNOLOGIES INC., AT THIS ADDRESS:

IBC Technologies Inc., 8015 North Fraser Way, Burnaby, BC, V5J 5M8

At the time a claim is filed the original consumer purchaser must present a copy of the original sales receipt, and a deed, utility bill, or equivalent document evidencing both ownership of the water heater and installation in the dwelling or commercial property owned by the original consumer purchaser. With regard to claims made by original consumer purchasers of water heaters used in commercial settings as that term is defined herein, in no event shall notification of a service request be received later than five years from the date of purchase.

The obligations under this warranty apply only to domestic hot water tank installations where the warranty registration card has been completed by the owner of the site of the original installation and received by IBC Technologies Inc. in accordance with the terms and conditions herein set out, and IBC Technologies Inc. has been notified of the alleged defect or deficiency within forty eight (48) hours from the occurrence or discovery of the alleged defect or deficiency.

IBC Technologies Inc. reserves the right to change specifications or discontinue models without notice.

Indirect Water Heater Warranty – Version 1.2