



HEAT WAVE INDIRECT WATER HEATER

Your SEC Heat Exchangers Inc. Heat Wave indirect water heater is protected by these warranties. These warranties are applicable to original purchaser only.

WARRANTY COVERAGE FOR RESIDENTIAL USAGE

The warranties listed in this section shall apply to the SEC Heat Exchangers Inc. Heat Wave indirect water heaters used in a residential setting by the original purchaser only. A "residential setting" as used herein shall mean usage in a single family dwelling in which the original purchaser of the indirect water heater resides on a permanent basis. "Residential setting" shall also mean usage in a multiple family dwelling providing SEC Heat Exchangers Inc. Heat Wave indirect water heater services only one (1) dwelling in a multiple family dwelling. The term "residential setting" shall not include any usage of the SEC Heat Exchangers Inc. Heat Wave indirect water heater above 150 degrees Fahrenheit.

SEC Heat Exchangers Inc. warrants that it will repair or replace, at its option, without charge, any defective or malfunctioning component of the SEC Heat Exchangers Inc. Heat Wave indirect water heater during the first year after the original date of installation in the dwelling, it is expressly agreed between SEC Heat Exchangers Inc. and the original purchaser that repair or replacements are the exclusive and sole remedy of the original purchaser.

During the remaining lifetime of the Heat Wave indirect water heater, SEC Heat Exchangers Inc. will repair or replace, at its option, without charge, any Heat Wave indirect water heater having a defect or malfunction that results in a water leak from the outside jacket, inner tank, or heat exchanger as a result of normal use and service. It is expressly agreed that between SEC Heat Exchangers Inc. and the original purchaser that 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 SEC Heat Exchangers Inc. representative, then SEC Heat Exchangers Inc. will replace the defective or malfunctioning indirect water heater with a replacement indirect water heater of the nearest compatible model available at the time of replacement.

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

If at the time of a request for service the original purchaser can not provide a copy of the original sales receipt, deed, or equivalent document, then the warranty period for the Heat Wave indirect water heater shall be five (5) years from the date of manufacture on the Heat Wave indirect water heater Tag.

WARRANTY COVERAGE FOR COMMERCIAL USAGE

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

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

During the second through fifth years after the original date of delivery to the original purchaser, SEC Heat Exchangers Inc. will repair or replace, at its option, without charge, any indirect 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 SEC Heat Exchangers Inc. and the original purchaser the repair or replacement is the exclusive and sole remedy of the original 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 SEC Heat Exchangers Inc. representative, then SEC Heat Exchangers Inc. will replace the defective or malfunctioning Heat Wave indirect water heater with a replacement Heat Wave indirect water heater of the nearest comparable model available at the time of replacement.

If SEC Heat Exchangers Inc. is unable to repair or replace an indirect water heater so as to conform with this Warranty after a reasonable number of attempts, then SEC Heat Exchangers 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 purchaser.

See reverse side for exclusions, limitations, remedies, and service request information.

WHAT IS NOT COVERED BY EITHER OF THESE WARRANTIES

SEC Heat Exchangers Inc. does not warrant:

- 1.) Defects or malfunctions resulting from improper installation or failure to maintain and operate an indirect water heater in accordance with the printed instructions which accompany Heat Wave indirect 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 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 purchaser shall pay for such calls.
- 5.) Heat Wave indirect water heaters installed outside of the United States and Canada.
- 6.) Heat Wave indirect water heaters repaired or altered without prior written approval of SEC Heat Exchangers Inc. so as to affect adversely their reliability.
- 7.) Components of an indirect 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 water heater which are subject to warranties, if any, given by their manufacturers. SEC Heat Exchangers Inc. does not adopt these warranties.
- 9.) Malfunctions resulting from, or repairs necessitated by, a failure to maintain an indirect water heater free of water sediments or scale deposits.
- 10.) This warranty does not extend to labor costs, shipping charges, delivery expenses, or administrative fees incurred by the original household purchaser in repairing or replacing an indirect water heater. SEC Heat Exchangers Inc. will not accept claims for labor costs incurred by the original purchaser in removing or reinstalling an indirect water heater.
- 11.) Malfunctions resulting from, or repairs necessitated by, uses of the indirect 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 assembly installed with a vacuum relief valve and temperature and pressure relief valve in accordance with local state and federal codes and ordinances bearing the listing marks of the American Society of Mechanical Engineers (A.S.M.E.)
- 2.) Operate the storage assembly at pressure below that shown on the rating plate on the pressure relief valve.
- 3.) Keep the storage tank free of damaging scale deposits.
- 4.) Make provisions so if the storage 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. A water heater temperature and pressure relief valve should be piped to the nearest drain in order to avoid damage in the event the valve is activated.

The warranty hereunder does not apply to defects resulting from:

- 1.) Freezing, excessive pressure or leaks at water connections or any other similar case.
- 2.) Failure of a component, control or component part other than a component part manufactured solely by SEC Heat Exchangers Inc..
- 3.) Any cause similar to any of the above, not resulting solely due to defective material and/or workmanship.
- 4.) Condition resulting from exposure to foreign particles in the tank and exposure to chlorine content higher than 100 parts per million, or other corroding substances.

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 SEC HEAT EXCHANGERS INC.'S NEGLIGENCE, ACTUAL OR IMPUTED.

THE REMEDIES OF THE ORIGINAL CONSUMER PURCHASER 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 SEC HEAT EXCHANGERS 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 SEC HEAT EXCHANGERS INC. UNLESS IN WRITING AND SIGNED BY A DULY AUTHORIZED OFFICER OF SEC HEAT EXCHANGERS INC. THE WARRANTY STATED HEREIN IS NOT TRANSFERABLE AND SHALL BE FOR THE BENEFIT OF THE ORIGINAL PURCHASER OF A HEAT WAVE INDIRECT WATER HEATER ONLY.

These warranties give you specific legal rights, and you may also have other rights which vary from state to state. Some states 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 Heat Wave indirect water heaters manufactured and sold by SEC Heat Exchangers Inc. SEC Heat Exchangers Inc. neither assumes nor authorizes anyone to assume for it any other obligation or liability in connection with said Heat Wave indirect water heaters.

SERVICE REQUESTS

For service under these warranties contact SEC Heat exchangers Inc. at this address:

SEC Heat Exchangers, 2546 Iona Road, Belfast, Prince Edward Island, Canada, C0A 1A0 or Fax: 902-659-2800

At the time a claim is filed the original purchaser must present a copy of the original sales receipt, deed, or equivalent document evidencing both ownership of the Heat Wave indirect water heater and installation in the dwelling or commercial property owned by the original purchaser. With regard to claims made by original purchasers of Heat Wave indirect 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 and one month from the date of purchase.

SEC Heat Exchangers Inc. reserves the right to change specifications or discontinue models without notice.