



## Limited Warranty SmartPlate EV Water-To-Water Heater

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AERCO International, Inc. (the "Company") warrants the AERCO® SmartPlate EV Water Heater as follows:

Accessories for the AERCO® SmartPlate EV Water Heater shall be free from defects in material and workmanship for a period of eighteen (18) months from the date of original shipment.

The Heat Exchanger shall be free from defects in material and workmanship for a period of sixty (60) months from date of original shipment, except that with respect to those parts that contain perishable elastomers/gaskets the foregoing warranty period shall be limited to six (6) months from the date of original shipment.

**CONDITIONS OF WARRANTY:** Should an AERCO® SmartPlate EV Water Heater fail for any of the above reasons within the applicable warranty period, the Company shall, at its option, modify, repair, or exchange the defective item. The Company shall have the option of having the item returned, FOB its factory, or to make field replacements at the point of installation. In no event shall the Company be held liable for replacement labor charges or for freight handling charges.

The Company shall accept no responsibility for any item that has been improperly installed, operated, or maintained, or if the user has permitted any unauthorized modification, adjustment, and/or repairs to the item. The use of replacement parts not manufactured or sold by the Company will void any warranty, express or implied.

**THE WARRANTY SET FORTH HEREIN IS GIVEN EXPRESSLY AND IS THE ONLY WARRANTY GIVEN BY THE COMPANY WITH RESPECT TO THE PRODUCT. THE COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. THE COMPANY HEREBY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

The remedy described above shall constitute the sole and exclusive remedy for breach of warranty, and the Company shall not be responsible for any incidental, special or consequential damages, including without limitation, lost profits or the cost of repairing or replacing other property which is damaged if this product does not work properly, other costs resulting from labor charges, delays, vandalism, negligence, fouling caused by foreign material, damage from adverse water conditions, chemical, or any other circumstances over which the Company has no control. This warranty shall be invalidated by any abuse, misuse, misapplication, improper installation or improper maintenance or alteration of the product

Some States do not allow limitations on how long an implied warranty lasts, and some States do not allow the exclusion or limitation of incidental or consequential damages. Therefore the above limitations may not apply to you. This Limited Warranty gives you specific legal rights, and you may have other rights that vary from State to State. You should consult applicable state laws to determine your rights. **SO FAR AS IS CONSISTENT WITH APPLICABLE STATE LAW, ANY IMPLIED WARRANTIES THAT MAY NOT BE DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO ONE YEAR FROM THE DATE OF ORIGINAL SHIPMENT.**