

# LIMITED WARRANTY

## Marathon Electric Water Heaters

### EXCLUSIVE WARRANTY – LIMITATION OF LIABILITY

This Limited Warranty is the only Warranty for this unit and its component parts given by Water Heater Innovations, Inc. No one is authorized to make any other warranties on our behalf. ANY IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, SHALL NOT EXTEND BEYOND THE APPLICABLE WARRANTY PERIODS SPECIFIED IN THIS LIMITED WARRANTY. WATER HEATER INNOVATION'S SOLE LIABILITY WITH RESPECT TO ANY DEFECT SHALL BE AS SET FORTH IN THIS LIMITED WARRANTY, AND ANY CLAIMS FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGE FROM WATER LEAKAGE) ARE EXCLUDED. Some states do not allow limitations on how long an implied warranty lasts, or for the exclusion of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

This Limited Warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

It is recommended that you immediately complete the information on the back cover of this manual and retain it in the event warranty service is needed. Reasonable proof of the date of installation of your water heater may be required to establish its "in-warranty" status. If you are not able to provide documentary proof of the date of original installation, the Effective Date of this Limited Warranty will be the date of manufacture of the water heater plus 90 days.

### GENERAL

Water Heater Innovations, Inc. warrants this product and its component parts to be free from factory defects in materials and workmanship, under normal use and service, for the Applicable Warranty Period set forth below. At its option, Water Heater Innovations will repair or replace the defective water heater, or defective component part(s), in accordance with the terms of this Limited Warranty, if it fails in normal use and service during the Applicable Warranty Period. The replacement water heater must be manufactured by Water Heater Innovations. The replacement component part(s) must be Water Heater Innovations authorized component part(s). The replacement unit will be warranted only for the unexpired portion of the original unit's Applicable Warranty Period.

### WARRANTY EXCLUSIONS

This Limited Warranty will **not** cover:

- a) Service trips to your home to teach you how to install, use, or maintain this water heater or to bring the water heater installation into compliance with local building codes and regulations.
- b) Conditions including damages, malfunctions or failures resulting from failure to install the water heater in accordance with applicable building codes/ordinances or good plumbing and electrical trade practices.
- c) Conditions including damages, malfunctions, or failures resulting from improper installation or failure to operate and maintain the water heater in accordance with the manufacturer's instructions provided.
- d) Performance problems caused by improper sizing of the water heater or electric service voltage, wiring, or fusing.
- e) Conditions including damages, malfunctions, or failures caused by operating the water heater with modified, altered, or unapproved parts installed.
- f) Conditions including damages, malfunctions, or failures caused by abuse, misuse, accident, fire, flood, freeze, lightning, acts of God, and the like.
- g) Tank failures (leaks) caused by operating the water heater in a corrosive or contaminated atmosphere.
- h) Conditions including damages, malfunctions, or failures caused by operating the water heater with an empty, or partially empty, tank (also known as "dry firing").
- i) Conditions including damages, malfunctions, or failures caused by operating the unit at water temperatures exceeding the maximum setting of the operating, or high limit, control.
- j) Tank failures caused by operating the water heater when it is not supplied with potable water, free to circulate at all times.
- k) Conditions including damages, malfunctions or failures caused by subjecting the tank to pressures greater than those shown on the rating label.
- l) Conditions including damages, malfunctions or failures resulting from alterations or the use of any attachment, including any energy saving device, not authorized by Water Heater Innovations.
- m) Units installed outside the fifty states (and the District of Columbia) of the United States of America and the provinces of Canada without prior authorization from Water Heater Innovations.
- n) Units that have had their rating labels removed. A water heater should not be operated if the rating label is removed.

### LABOR, SHIPPING, AND PROCESSING COSTS

This Limited Warranty does not cover any labor expenses for service, repairs, reinstallation, permits, or removal and disposal of the failed water heater, or defective component part(s). All such expenses are your responsibility.

Water Heater Innovations will pay the transportation costs for an "in-warranty" replacement water heater, or "in-warranty" replacement component part(s), to a convenient delivery point (selected by Water Heater Innovations) near the place the original water heater, or original component part(s), is located. You must pay any local freight charges, including the cost of returning the failed water heater, or defective component part(s) to a convenient shipping location (selected by Water Heater Innovations).

Water Heater Innovations does not authorize, recommend, or receive any benefit from any claims processing or similar fees charged by others to process warranty claims for any Water Heater Innovations water heater or component part(s). Water Heater Innovations will not reimburse any party for these, or any other, fees not specifically covered in this Limited Warranty document.

**THE EFFECTIVE DATE**

The Effective Date of warranty coverage (or the beginning of the Applicable Warranty Periods) is the date of original installation of the water heater, if properly documented. If you are not able to provide the documentary proof of the date of original installation, the Effective Date will be the date of manufacture of the water heater plus 90 days.

**APPLICABLE WARRANTY PERIODS**

Category	Application	MR, CMR, MTS & CMTS Series		MHD Series	
		Tank	Parts	Tank	Parts
Residential: a single family dwelling	<ul style="list-style-type: none"> <li>Owned by the original purchaser with proof of purchase</li> </ul>	LIFETIME	6 YEARS	10 YEARS	5 YEARS
	<ul style="list-style-type: none"> <li>The original purchaser does not have proof of purchase; or</li> <li>Home is not owned by the original purchaser</li> </ul>	15 YEARS			
	<ul style="list-style-type: none"> <li>Installed in the Caribbean Islands (except Cuba) In accordance with applicable US law, this product must not be sold or re-sold into Cuba or to the Cuban government or Cuban nationals. This limited warranty is void with respect to any products installed in Cuba or otherwise sold in violation of US law.</li> </ul>	10 YEARS	5 YEARS		
	<ul style="list-style-type: none"> <li>The unit is part of a rental program; or</li> <li>The unit is moved from its original installation location</li> </ul>				
Commercial	<ul style="list-style-type: none"> <li>A residential rental property; or</li> <li>Installed in a commercial building</li> </ul>				
Agricultural	<ul style="list-style-type: none"> <li>Any agricultural application (ex dairy barn)</li> </ul>		3 YEARS		
Industrial	<ul style="list-style-type: none"> <li>Any application where the water is used as a part of an industrial or commercial process</li> </ul>	5 YEARS	1 YEAR	5 YEARS	1 YEAR

**HOW TO MAKE A CLAIM**

Any claim for warranty assistance must be made promptly. First, determine if your water heater is “in-warranty” (that is, within the Applicable Warranty Period). You can determine your unit’s warranty status by obtaining the complete model number, the complete serial number, and the date of original installation of your water heater by contacting Water Heater Innovations Water Heaters’ Warranty Department (telephone (800) 321-6718) during normal business hours (Central Time USA) to determine if the Applicable Warranty Period has expired. If your water heater is “in-warranty”, contact the plumber, or mechanical contractor, that installed it for assistance with the warranty repairs, or replacement, required. You may also select a plumber, or mechanical contractor, from your local Yellow Pages to assist you. Water Heater Innovations Technical Service personnel are available to assist you by telephone (800) 321-6718 to answer your questions about the operation or repair of your water heater during normal business hours. Be prepared to provide the plumber, mechanical contractor, or Water Heater Innovations Technical Service person you call with the complete model number, the complete serial number, and the date of original installation of your water heater in addition to an explanation of your water heater problem. If an exact replacement is not available, Water Heater Innovations will provide you with the current model of your water heater, or component part(s), or a replacement unit with comparable operating features. If government regulations or industry certification or similar standards require the replacement water heater, or replacement component part(s), to have features not found in the defective water heater, or the defective component part(s), you will be charged for the difference in price represented by those required features. If you pay the price difference for those required features and/or to upgrade the size and/or other features available on a replacement new water heater, you will also receive a complete new Limited Warranty (with the full applicable warranty period) for the replacement new water heater. Water Heater Innovations reserves the right to inspect, or require the return of, the failed water heater or the defective component part(s). Each “in-warranty” failure water heater must be made available to Water Heater Innovations (with the rating label and all the component parts intact) in exchange for the replacement water heater. Each defective “in-warranty” component part to be replaced may be required to be returned to Water Heater Innovations in exchange for the replacement component part. Warranty compensation is subject to validation of “in-warranty” coverage by Water Heater Innovations Claims Department personnel.

- To obtain warranty compensation for an “in-warranty” water heater failure, you must provide Water Heater Innovations with: (at Water Heater Innovations option) either the failed water heater (with the rating label and all the component parts intact) or the complete original rating label (photocopies are not acceptable) removed from the failed water heater; the complete model number and the complete serial number of the water heater that replaced the failed unit; and the date the original water heater failed. You may also be required to provide documentary proof of the failed water heater’s date of original installation to establish its “in-warranty” status.
- To receive warranty compensation for an “in-warranty” defective component part, you must provide Water Heater Innovations with: (at Water Heater Innovations option) either the defective component part or the part number on the failed component part; the complete model number and the complete serial number of the water heater from which the defective component part was removed; and the date the defective component part failed. You may also be required to provide documentary proof of the date of original installation of the water heater from which the defective part was removed – or the date of purchase of the part (if it was purchased separately) - to establish the “in-warranty” status of the defective component part.

Warranty claim documentation should be mailed promptly to Water Heater Innovations, Warranty Department, 3107 Sibley Memorial Highway, Eagan, MN 55121

Water Heater Innovations Inc.  
3107 Sibley Memorial Highway  
Eagan, MN 55121-1604