Advanced Heating and Hot Water Systems



272 Duchaine Blvd · New Bedford, MA 02745 · 508-763-8071 · Fax: 508-763-3769

Drain Back Tank Limited Warranty

Five year warranty to assure your complete satisfaction.
For Residential and Commercial Use

HTP warrants to the original retailer purchaser that HTP will furnish a replacement Drain Back Tank in the event of tank leakage due to defects in material or workmanship; or repair same at our option, at no cost to the original retail purchaser except as set forth in this warranty. HTP SHALL NOT, UNDER ANY CIRCUMSTANCES, BE HELD LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SECONDARY DAMAGES AND EXPENSES RESULTING FROM ALLEGED DEFECTS UNDER THIS WARRANTY.

WARRANTY

- 1. Drain Back Tank assembly consists of a stainless steel storage tank, and heat exchanger (when applicable), warranted for five (5) years.
- 2. Parts are warranted by original manufacturer for a period of one (1) year. These can consist of fittings, glass, pressure relief valve, and other such components that are not part of the tank assembly but are included with the drain back tank.

COVERAGE

- A. HTP warrants that it will repair or replace, at its option, any defective or malfunctioning component of the drain back tank with a component of equivalent size and current model. Replacement components will be warranted for ninety (90) days. B. 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, HTP will replace the defective or malfunctioning drain back tank with a replacement of the nearest comparable model available at the time of replacement. The replacement drain back tank will be warranted for the unexpired portion of the applicable warranty period of the original drain back tank.
- C. In the event of a leakage of water of a replacement drain back tank due to defective material or workmanship, malfunction, or failure to comply with the above warranty, HTP reserves the right to refund to the original purchaser the published wholesale price available at the date of manufacture of the original drain back tank.
- D. If government regulations, industry certification, or similar standards require the replacement drain back tank or part(s) to have features not found in the defective drain back tank or 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 new replacement drain back tank or part(s), you will also receive a complete new limited warranty for that replacement drain back tank or part(s).
- E. If at the time of a request for service the original consumer purchaser cannot provide a copy of the original sales receipt or the warranty card registration, the warranty period for the drain back tank shall then be the date of manufacture of drain back tank and NOT the date of installation of the drain back tank.
- F. This warranty extends only to drain back tanks utilized in heating applications that have been properly installed by qualified professionals based upon manufacturer's installation

instructions.

G. It is expressly agreed between HTP and the original consumer purchaser that repair, replacement, or refund are the exclusive remedies of the original consumer purchaser.

OWNER RESPONSIBILITIES

To avoid the exclusion list in this warranty, the owner or installer must:

- 1. Keep the drain back tank free of damaging scale deposits.
- 2. Keep the drain back tank in an area not prone to freezing.
- 3. Make provisions so if the drain back 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.
- 4. Periodic maintenance of glycol must be performed to assure pH levels do not exceed 10 or drop below 8. Failure to do so will cause damage to tank or components of the solar system.
- 5. Operate the drain back tank assembly at pressure below that shown on the rating plate on the pressure relief valve.

WARRANTY EXCLUSIONS

This limited warranty shall not cover:

- 1. Breaches of warranty that result (a) from any use of a drain back tank for any purpose other than its ordinary purpose, as well as any neglect, accident, or ordinary wear and tear; or (b) from damage from transport, shipping, handling, or any act of God or other Force Majeure;
- 2. Breaches of warranty resulting from a) freezing; or (b) excessive pressure or leaks at water connections or any other similar case;
- 3. Breaches of warranty resulting from installation that is not in accordance with (a) HTP installation and operation manual in effect on the date when the Product is sold to the Customer; or (b) instructions and/or all relevant standards, codes of practice, electrical wiring and safety regulations and any regional authority regulations;
- 4. Failure of a component, control, or component part other than a component part manufactured solely by HTP;
- 5. Any cause similar to any of the above, not resulting solely due to defective material and/or workmanship;
- 6. Any damage or failure resulting from improper water chemistry. WATER CHEMISTRY REQUIREMENTS Water pH between 6.5 and 8.5. Hardness less than 7 grains (120 mg/L). Chloride concentration less than 100 ppm (mg/L). TDS less than 500 ppm (mg/L);
- 7. Condition resulting from exposure to foreign particles in the tank, exposure to chlorine content higher than 100 parts per million, or other corroding substances;
- 8. Connecting materials other than copper, brass, or stainless steel. (Use of galvanized piping or dielectric unions is expressly forbidden.)
- 9. Damages, malfunctions, or failures resulting from failure to operate and maintain the drain back tank in accordance with the manufacturer's provided instructions.
- 10. Units installed outside the fifty states (and the District of Columbia) of the United States of America and Canada.

NOTE: HTP WILL NOT WARRANT ANY UNIT PURCHASED FROM AN UNAUTHORIZED DEALER.

PROCEDURES FOR WARRANTY SERVICE REQUESTS

Any claim for warranty assistance must be made promptly. Determine if the drain back tank is "in-warranty" (that is, within the applicable warranty period) by reviewing a copy of the original sales receipt. You must present a copy of the original sales receipt for a warranty service request.

If your drain back tank is "in-warranty", contact the retailer from whom the tank was purchased (or the installer) for assistance. Be prepared to provide the retailer or installer with a copy of your original receipt, complete model and serial numbers, and the date of installation, in addition to explanation of your drain back tank problem.

Warranty coverage is subject to validation of "in-warranty" coverage by HTP claims department personnel. All alleged defective or malfunctioning parts must be returned to HTP via the local distribution channels where original purchase was made. NOTE: Any parts or tanks returned to HTP for warranty analysis will become the property of HTP and will not be returned, even if credit is denied.

If all warranty conditions are satisfied, HTP will provide replacement parts to the retailer.

If you have questions about the coverage of this warranty, please contact HTP at the address or phone number stated below:

HTP

272 Duchaine Blvd. New Bedford, MA 02745 Attention: Warranty Service Department 1(800) 323-9651

SERVICE, LABOR AND SHIPPING COSTS

This limited warranty does not extend to any shipping charges, delivery expenses, or administrative fees incurred by the purchaser in repairing or replacing the drain back tank or part(s). This warranty does not extend to labor costs beyond the coverage specified in this warranty document. All such expenses are your responsibility.

LIMITATIONS OF YOUR HTP WARRANTY 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 A PARTICULAR PURPOSE AND ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN CONTRACT OR TORT, WHETHER OR NOT ARISING FROM HTP'S NEGLIGENCE, ACTUAL OR IMPUTED. THE REMEDIES OF THE PURCHASER SHALL BE LIMITED TO THOSE PROVIDED HEREIN TO THE EXCLUSION OF ANY OTHER REMEDIES INCLUDING WITHOUT LIMITATION, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SAID INCIDENTAL AND CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST PROFIT OR DAMAGES ALLEGED TO HAVE BEEN CAUSED BY ANY FAILURE OF HTP 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 HTP. UNLESS IN WRITING AND SIGNED BY A DULY AUTHORIZED OFFICER OF HTP. THE WARRANTIES STATED HEREIN ARE NOT TRANSFERABLE AND SHALL BE FOR THE BENEFIT OF THE **ORIGINAL PURCHASER ONLY.**

NO OTHER WARRANTIES

Your HTP warranty gives you specific legal rights, and you may also have other rights that 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 the drain back tank manufactured and sold by HTP. HTP neither assumes nor authorizes anyone to assume for it any other obligation or liability in connection with said drain back tanks.

HTP reserves the right to change specifications or discontinue models without notice.