PRODUCT WARRANTY

COMMERCIAL WATER HEATER

3 YEAR TANK - 1 YEAR PARTS

3 YEAR LIMITED WARRANTY ON TANK

State Industries, Inc. (State) warrants the tank in this water heater in case of a leak within three (3) years from the date of purchase or, in the absence of a Bill of Sale verifying said date, from the date indicated on the model rating plate affixed to this water heater. Should a leak occur in the tank, State will furnish a new current model water heater of equal capacity and quality. No labor, installation, or freight (if any) charges are included in this warranty. You must pay these costs.

Prior to return of this water heater or part to the manufacturer for inspection, State will, if requested, ship a replacement water heater or part C.O.D. and later provide such reimbursement as subsequent inspection indicates is due under these warranties.

1 YEAR LIMITED WARRANTY ON PARTS

State warrants the component parts of this water heater to be free from defects in material and workmanship for a period of one year from the date of purchase or, in the absence of a Bill of Sale verifying said date, from the date indicated on the model rating plate affixed to the water heater. In case of a defect, malfunction, or failure to conform to this warranty, State will repair or replace, at its option, the part(s) of the water heater. No labor, installation, or freight (if any) charges are included in this warranty. You must pay these costs.

Prior to return of the part(s) to the manufacturer for inspection, State will, if requested, ship all replacement part(s) C.O.D. and later provide such reimbursement as subsequent inspection indicates is due under these warranties.

3 YEAR LIMITED WARRANTY ON THE ORIGINAL SANDHOG® LONG-LIFE ELEMENT(S)®

State warrants the element(s) of all units installed with Sandhog® elements to be free from defects in material and workmanship for a period of three years from the date of purchase or, in the absence of a Bill of Sale verifying said date, from the date indicated on the model rating plate affixed to the water heater. In case of a defect, malfunction, or failure to conform to this warranty State will repair or replace, at its option, the part(s) of the water heater. No labor, installation, or freight (if any) charges are included in this warranty. You must pay these costs. Prior to return of the part(s) to the manufacturer for inspection, State will, if requested, ship a replacement part(s) C.O.D. and later provide such reimbursement as subsequent inspection indicates is due under these warranties.

EXCLUSIONS AND LIMITATIONS OF THESE LIMITED WARRANTIES

1. THE LIMITED WARRANTIES PROVIDED HEREIN ARE IN LIEU OF ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; PROVIDED, HOWEVER, THAT IMPLIED WARRANTIES ARE NOT DISCLAIMED DURING THE ONE-YEAR PERIOD FROM DATE OF PURCHASE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

2. STATE SHALL HAVE NO LIABILITY HEREUNDER, EITHER DIRECT OR CONTINGENT. FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

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

4. These warranties shall be void and shall have no effect:
   a. If the design or structure of the water heater is, or is attempted to be modified or altered in any way, including, but not limited to, by attaching non-State approved appliances or equipment.
   b. If the water heater is not properly installed in accordance with the current issue of (1) if a gas water heater, the National Fuel Gas Code, ANSI Z223.1, also referred to as NFPA 54; (2) if an electric water heater; the National Electric Code, NFPA 70; (3) all federal, state, and local ordinances and regulations pertinent to water heaters; and (4) the installation and instruction manual provided with this water heater. Items (1), (2), and (3) are available from your local government or public library.
   c. If the water heater is installed outdoors. This water heater is intended for indoor installation only.
   d. If the water heater is converted, or is attempted to be converted from one type gas to another, if a gas water heater, or from one voltage or wattage to another, if an electric water heater.
   e. If the water heater is not equipped with new temperature and pressure protective equipment required by local codes, but not less than a combination temperature-pressure relief valve

STATE WATER HEATERS

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certified by a nationally recognized testing laboratory that maintains periodic inspection of production of listed equipment or materials, as meeting the requirements for Temperature, Pressure, Temperature and Pressure Relief Valves, Vacuum Relief Valves, and the current edition of ANSI Z21.22 CSA 4.4. This valve must be marked with a maximum set pressure not to exceed the marked hydrostatic working pressure of the water heater.

f. If the water heater is not operated within the factory calibrated temperature limits.

g. If leaks in the tank, or defects in other parts, arise as the result of improper use, negligence in operation (such as elements burned out in a dry tank, sediment deposit failures, etc. with the exception of The Original Sandhog® Long-Life Element®) or accident, or from inability of the water heater or any of its parts to function because of repairs, adjustments, or replacements improperly made outside State factory, or because of fire, floods or lightning.

h. If the water heater element(s) (except The Original Sandhog® Long-Life Element®) fail due to sediment build-up.

i. If the model rating plate has been defaced or discarded and you do hot have a Bill of Sale to verify the purchase date.

j. If (1) installed in an area where leakage of the tank or connections would result in damage to the area adjacent to the water heater, or (2) where such a location is unavoidable, a suitable drain pan is not installed under the water heater. When a drain pan must be used, the pan must be 1-1/2 inches deep and must have a minimum length and width of at least 2 inches greater than the diameter of the water heater and must be piped to an adequate drain the pan must not restrict combustion air flow. (See Instruction Manual.)

k. If the water heater or any of its components warranted herein is used other than as the complete and integrated system into which they have been manufactured by State and sold to the Warrantee.

l. When the water heater is used for space heating and either (1) its sizing does not conform to the specifications of both State and the heating component manufacturer, or (2) it is used for other than residential purposes.

m. If the water heater is used to heat pools, whirlpools, or hot tubs, or with any equipment or system that uses heavily chlorinated or otherwise nonpotable water.

n. If leaks in the tank or defects in other parts occur as a result of the water heater being exposed to a highly corrosive atmospheric condition.

o. If leaking in the tank or defects in other parts occur as the result of the water heater containing and or being operated with desalinated (deionized) water.

p. If leaks in the tank or defects in other parts arise as a result of sizing that does not comply with the manufacturer's currently published sizing guides or sizing recommended by the manufacturer.

q. If this water heater or any part has been under water.

r. If a water heater replacement would be solicited for reasons of noise, taste, odor, discoloration, and/or rusty water.

s. If the water heater experiences the effects of thermal expansion or failure (reverses the bottom) due to excessive pressure.

5. Replacements and/or repairs furnished under these warranties do not carry a new warranty, only the unexpired portion of the original warranty.

6. The terms of this warranty may not be varied by any person, whether or not purporting to represent or to act on behalf of State.

7. In order to obtain service under these warranties you must promptly notify the installing contractor or dealer, giving the nature of the problem and the model and serial number of the water heater. If for any reason the installer or dealer cannot be located or fails to provide satisfactory warranty service, you should write State with the above information.

Should governmental regulations or industry standards prohibit the Manufacturer from furnishing a comparable model replacement under this warranty, the Owner will be furnished with the closest comparable water heater meeting the then current governmental regulations and industry standards. A supplementary fee may be assessed to cover the additional cost associated with the changes made to meet applicable regulations and standards.

state WATER HEATERS

500 Lindahl Parkway
Ashland City, TN 37015
website: www.statewaterheaters.com
phone: 800.821.2017 • fax: 800.644.9306