

## **Eccotemp Systems, LLC. Limited Warranty Information**

**MODEL(S):** ESH-2.5, ESH-4.0

Eccotemp hereby warrants this product to be free of material defects in materials and workmanship when installed and operated according to Eccotemp's installation and operating instructions. This Limited Warranty extends to the original purchaser and subsequent owners, but only while the product remains at the site of the original installation. This Limited Warranty terminates if moved or reinstalled at a new location. There are no warranties, express or implied made or given other than contained in this Limited Warranty. No agent, employee or representative of Eccotemp has any authority to bind Eccotemp to any representation or warranty concerning the Product not contained in this Limited Warranty. Eccotemp reserves the right and authority to change, modify or alter this warranty at any given time.

Except as expressly set forth herein, THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY GOODS SOLD HEREUNDER. BUYER'S EXCLUSIVE REMEDY IS LIMITED TO REPAIR OR REPLACEMENT OF THE GOODS SOLD, AT ECCOTEMP'S DISCRETION. ECCOTEMP SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. Limited Warranty Period This Warranty is extended by Eccotemp Systems to the Owner.

This warranty takes effect on the date of installation of the Product or 45 days after the date of purchase, whichever occurs first, and is effective until the specified anniversary of such date as follows:

### **Item Period of Coverage**

5 Years limited on Leaks

2 Years Defects

Free Accessories (accessories, hardware pack, etc.) 30 days

Coverages are void if the unit is used in a hot water circulation loop, in series with a circulation system or where an on-demand recirculation system is not incorporated. The EM Mini Tank series is approved for commercial use.

Eccotemp will provide 1 round of parts per incident (deemed by Eccotemp Support Team) under the warranty prior to requesting the shipment of any item to our warehouse for repair/inspection.

### **For Customers With a Home Warranty**

*Often your home warranty will assist in covering some of the fees related to your home appliances, such as your water heater. Be sure to check with your home warranty company for assistance prior to reaching out to Eccotemp.*

### **Shipping Related Costs:**

US ORDERS

Within the first 45 days of purchase, Eccotemp will cover all ground shipping costs for warranty related issues, excluding AK, HI and any location outside of the continental US. After the first 45 days of purchase, the customer is responsible for all shipping to Eccotemp, regardless of reason or circumstance. Eccotemp will cover the warranty related shipping costs when returning a product to a customer after repair/inspection. The method for warranty related shipping will be Ground equivalent with the provider of Eccotemp's choosing.

#### CANADA ORDERS

Within the first 45 days of purchase, Eccotemp will cover all ground shipping costs for warranty related issues. After the first 45 days of purchase, the customer is responsible for all shipping to Eccotemp, regardless of reason or circumstance. Eccotemp will cover the warranty related shipping costs when returning a product to a customer. The method for warranty related shipping will be Ground equivalent with the provider of Eccotemp's choosing.

All shipments of any type of product coming to Eccotemp for any reason must have an RGA for any repairs to be made. Please contact Eccotemp to obtain an RGA number prior to shipping anything to Eccotemp. Failure to do so could result in loss of product. Eccotemp will not be responsible for replacement due to loss or damage if these steps are not properly followed.

#### **US**

Eccotemp Systems/Returns Department  
315-A Industrial Rd.  
Summerville, SC 29483

#### **CANADA**

Eccotemp Systems/Returns Department  
CO Eccotemp Canada  
Ottawa Logistics  
1270 Humber Place  
Ottawa Ontario K1B 3W3

#### **Exclusions**

Please refer to the Installation Manual and Use & Care Manual supplied with your new Eccotemp Systems product. This Limited Warranty becomes null and void if any of the following are determined to be a contributing factor by Eccotemp to the failure of the product:

1. Abuse, misuse, alteration, neglect or misapplication.
2. Improper, dangerous, destructive maintenance procedures or inadequate maintenance.
3. Damages caused by services performed by servicers other than Eccotemp Systems.
4. Installation in a corrosive or otherwise destructive environment.
5. Damage as a result of freezing within the unit or surrounding piping.
6. Scale buildup.
7. Incorrect gas or water pressure.
8. Acts of force Majeure.

9. Damage as a result of use with non-potable, untreated or poorly treated well water, or water with high PH levels or hardness levels in excess of 12 grains per gallon (200mg/L).

10. Incorrect sizing for the application.

11. Products with original serial numbers that have been removed or altered and cannot be readily determined.

12. Acts of God including, but not limited to; fire, flood, or natural disaster.

This Product is not to be used as a pool or spa heater.

In the event of an Eccotemp Systems recognized defect, malfunction, or failure to conform to this Warranty and based upon Eccotemp approval of warranty claim, Eccotemp Systems, at its sole and absolute discretion, will settle the warrant claim of such defect, malfunction, or failure to conform to this Warranty. In order to make a claim under this Warranty, The Owner must notify Eccotemp of the failure of the Product to conform to this Warranty.

Under this Warranty, Eccotemp Systems will only provide replacement parts as described in the "Limited Warranty Period". The Owner will be responsible for any cost incurred including labor costs for servicing the unit, shipping, delivery, and handling of the replacement part, cost for permits or materials necessary for the repair, or incidental costs resulting from damage external to the unit resulting from the failure.

NOTWITHSTANDING ANYTHING IN THIS WARRANTY TO THE CONTRARY, EXCEPT FOR ECCOTEMP SYSTEMS' AFFIRMATIVE OBLIGATIONS EXPRESSLY SET FORTH IN THIS WARRANTY, ECCOTEMP SYSTEMS DISCLAIMS ANY AND ALL WARRANTIES, EITHER EXRESS OR IMPLIED, REGARDING THE PRODUCT AND ITS FUNCTIONALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR INTELLECTUAL PROPERTY RIGHTS. ECCOTEMP SYSTEMS DISCLAIMS ALL OTHER OBLIGATIONS OR LIABILITIES ON ITS PART AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR ECCOTEMP SYSTEMS AN OTHER LIABILITIES IN CONNECTION WITH THE PERFORMANCE OF THE PRODUCT. THIS WARRANTY ONLY COVERS REPLACEMENT PARTS AND DOES NOT COVER COST OF LABOR OR SERVICES UNDER ANY CIRCUMSTANCES.

This warranty only applies to the 50 states of the U.S.A and Territories of Canada. Eccotemp Systems shall not be liable for any claim or demand against Eccotemp Systems by any other part for damages of any kind, including, but not limited to incidental and consequential damages, arising out of the subject matter of this Agreement. Some States do not allow exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights. You may also have other rights that vary from State to State.

*\*Please Note: This warranty and all Eccotemp content is subject to change. Please refer to this warranty for the most updated version. For further questions, please email our support team at [support@eccotemp.com](mailto:support@eccotemp.com).*