



ORIGINAL EQUIPMENT
WARRANTY

TEN-YEAR LIMITED WARRANTY
AquaPLEX® HEAT EXCHANGER FOR THE TURBOPOWER® PRODUCT FAMILY

DEFINITION OF HEAT EXCHANGER

For the purpose of this warranty, the heat exchanger is defined as the duplex stainless steel combustion chamber and tube sheets and the copper fire tubes. The burner and its components, the flue collector, the refractory plug, and the flue baffles are not covered by this heat exchanger warranty.

WHAT THIS WARRANTY COVERS

The heat exchanger is warranted against defects in materials and workmanship, corrosion, production of rusty water and leakage.

HEAT EXCHANGER REPAIR LIMITED WARRANTY

At no cost to the owner, for FIVE years from the start of this limited warranty, PVI will, if the heat exchanger has a warranty covered defect, repair the heat exchanger.

If, in the judgment of PVI, the heat exchanger cannot practically be repaired, this heat exchanger repair limited warranty will not be in force and the heat exchanger replacement limited warranty will be in force.

HEAT EXCHANGER REPLACEMENT LIMITED WARRANTY

For FIVE years from the start of this limited warranty, if the heat exchanger has a warranty covered defect and in the judgment of PVI the heat exchanger is not repairable PVI will replace the heat exchanger with the then current equivalent model. The first FIVE years will be at no cost to the owner for the exchanger, labor or freight.

From the beginning of the SIXTH year to the end of the TENTH year from the start of this limited warranty, PVI will offer to sell the owner a new heat exchanger of the then current equivalent model. The cost to the owner will be according to the following schedule. No labor or freight will be authorized or paid by PVI.

Year	Discount from then prevailing list price
6	50%
7	45%
8	40%
9	35%
10	30%

START OF LIMITED WARRANTY

This limited warranty will begin at the time of factory-authorized start-up or six months from the ship date, whichever occurs first.

GENERAL CONDITIONS

Under no circumstances will PVI pay for, or be responsible for, overtime pay (nights, weekends, or holidays) for the owner's convenience or desires. Labor cost covered by this warranty is limited to installations with normal access to the equipment. **ALL ADDITIONAL COST RESULTING FROM UNCOMMONLY RESTRICTIVE INGRESS OR EGRESS, REQUIRING INTRICATE RIGGING AND/OR UNUSUAL BUILDING OR MACHINERY ALTERATIONS, WILL BE THE OWNER'S RESPONSIBILITY.**

Installation and operation must comply with all applicable federal, state, and local regulations, and must be in accordance with applicable instructions and limitations contained in the PVI installation and maintenance manual for the product. Normal maintenance and repair shall be performed by the owner. This limited warranty does not cover abuse or misuse of the product, failure due to an accumulation of scale or precipitant, or heating other than potable water as defined by EPA drinking water regulations.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND GUARANTEES, WHETHER EXPRESSED OR IMPLIED, INCLUDING STATUTORY WARRANTIES, SUCH AS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The sole and exclusive remedy is repair or replacement of defective products pursuant to the terms of this limited warranty. **IN NO EVENT SHALL PVI BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR CONTINGENT LIABILITIES OF ANY KIND, RESULTING FROM THE MANUFACTURE, SALE, INSTALLATION, OR USE OF THIS PRODUCT. SOME STATES DO NOT ALLOW LIMITATIONS ON INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ON THE LENGTH OF AN IMPLIED WARRANTY. THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.** In no event shall Seller's liability on any claim for damages arising out of or connected with the sales contract or the manufacture, sale, delivery, or use of the goods exceed the purchase price of the goods.

All legal actions for breach of this limited warranty, or the terms and conditions of the contract for sale of the product, must be commenced on or before the expiration of one year from the date of such breach. Otherwise, such action shall be considered barred by a period of limitations established by agreement. This limited warranty covers the first installation only. PVI shall be entitled to inspect the product prior to repair or replacement.

Warranty claims should be presented through prompt telephone notification to PVI at toll-free 800-433- 5654.