

## ZILMET USA ("ZILMET") LIMITED PRODUCT WARRANTY

This warranty cannot be transferred. It is extended only to the original purchaser or first user of the product. By accepting and keeping this product you agree to all warranty terms and limitations of liability described below. The warranty only applies to purchases complying with ZILMET's Terms of Sale.

IMPORTANT WARNING - READ CAREFULLY THE INSTALLATION, OPERATING AND MAINTENANCE INSTRUCTIONS MANUAL ("MANUAL") to avoid serious personal injury and/or property damage and to ensure the safe use and proper care of this product.

Who Receives Zilmet's Product Warranty: all original purchasers or first users of the new product; purchased via an authorized ZILMET distributor. The warranty is not transferable.

What Is Covered by This Warranty: Products sold and distributed by Zilmet USA as listed in the table "ZILMET Warranty by Product Type"

ZILMET warrants to the purchaser or first user of the new product that, at the time of manufacture, the product is free from defects in material and workmanship. Any warranty claim must be made within the specified warranty period (see "Zilmet Warranty by Product Type"), measured from the time the product was purchased by the original owner/first user, UNLESS the product is installed more than 18 months after the date of manufacture, upon which the applicable warranty period shall be measured from the date of manufacture.

What This Warranty Does Not Cover - Exclusions and Limitations: this warranty does not cover any claim unless it was caused by a defect in material or workmanship during the warranty period. In addition, this warranty shall not apply:

- if the product is not correctly installed, operated and maintained as described in the manual provided with this warranty;
- to any failure or malfunction resulting from abuse (including freezing), accidents or improper or negligent: handling, shipping by any party other than ZILMET, storage, use, operation, lightning, flood or any other environmental condition;
- to any failure or problem resulting from the application or use of the product for any purpose other than specified in the manual;
- to products or parts that have been altered or modified;
- to labor costs, shipping & delivery charges, service fees, administrative fees or any other costs incurred in removing or reinstalling the product;
- to any warranty claim submitted to ZILMET or a ZILMET-authorized distributor more than 15 days after expiration of the applicable warranty period;
- to costs for any other action or event not authorized in advance by ZILMET;
- if new product registration was required and was not completed within the specified timeframe.

THESE WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES. NO ZILMET REPRESENTATIVE OR ANY OTHER PARTY IS AUTHORIZED TO MAKE ANY WARRANTY OTHER THAN THOSE EXPRESSLY CONTAINED IN THIS WARRANTY AGREEMENT.

Additional Warranty Limitations: ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY DISCLAIMED. Some states do not allow limitations on how long an implied Warranty lasts, so the above limitation may not apply to you.

<u>Limitations Of Remedies:</u> THE REMEDIES CONTAINED IN THIS WARRANTY ARE THE PURCHASER'S / FIRST USER'S EXCLUSIVE REMEDIES. IN NO CIRCUMSTANCES WILL ZILMET BE LIABLE FOR MORE THAN, AND PURCHASER / FIRST USER'S REMEDIES SHALL NOT EXCEED, THE PRICE PAID FOR THE PRODUCT. IN NO CASE SHALL ZILMET BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM NON-DELIVERY OR FROM THE USE, MISUSE, OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT OR FROM ZILMET'S OWN NEGLIGENCE OR OTHER TORT. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, strict liability, in tort or under any other legal theory. Such damages include, but are not limited to, inconvenience, loss or damage to property, mold, loss of profits, loss of savings or revenue, loss of use of the

products or any associated equipment, facilities, buildings or services, downtime, and the claims of third parties including customers. Some states do not allow the limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

What Zilmet Will Do If You Have a Covered Warranty Claim: in the event of a breach of the foregoing warranty, ZILMET will, at its option, either make repairs to correct any defect in material or workmanship or supply and ship either new or used replacement parts or products. ZILMET will not accept any claims for labor, property damage or other incidental or consequential costs.

What To Do If You Have a Problem Covered by This Warranty: any warranty claim must be authorized by ZILMET. Contact the party from whom you purchased the product, who must receive authorization from ZILMET or an authorized ZILMET distributor. If you do not receive a prompt response, call ZILMET directly at 401-884-4943.

The following must be supplied to receive authorization:

- A completed "ZILMET Warranty Return Form" (electronic or hardcopy) with all fields populated
- If requested by ZILMET: reports, photos or other information describing the problem, or proof of original purchase supporting the claim.

Notice of a warranty claim should be submitted to ZILMET by the authorized distributor; via the online form found at www.zilmetusa.com or by mailing the completed document directly to ZILMET at the following address:

ZILMET USA 405 Technology Dr Andrews, SC 29510 (T) 843-983-1000 warranties@zilmetusa.com

Before ZILMET decides to provide any replacement part or product, it may, as a pre-condition to making such a determination, require that the warranty claimant return the product to an authorized ZILMET distributor, or to ZILMET, and provide proof of purchase evidenced by the original sales receipt.

Replacement Product Warranty: in case of replacement of any product or component part, ZILMET reserves the right to make changes in the design, construction, or material; or substitute replacement components or products, which shall be subject to all the terms and limitations of this warranty.

## **ZILMET Warranty by Product Type**

Product	Model Series	Warranty Period
Residential		
Well Tanks	ZEP, ZHP	Five (5) Year Limited Warranty
Thermal Expansion Tanks	ZEP, ZHP	Five (5) Year Limited Warranty
Hydronic Expansion Tanks	ZHT, ZFT, ZHT-R	Five (5) Year Limited Warranty
Hydronic Buffer Tanks	ZBT	Five (5) Year Limited Warranty
Hydraulic Separators	ZHS	One (1) Year Limited Warranty
Stainless Steel Tanks	ZS	Five (5) Year Limited Warranty
Ultra Pro Replaceable Bladder Tanks	ZUP	Five (5) Year Limited Warranty
Solar Tanks	ZSP, VSG	Five (5) Year Limited Warranty
ActivFlo Water Conditioners	ZAF	Fifteen (15) Year Limited Warranty
ActivFlo LITE Water Heater Scale Inhibitor	ZAFL	Twelve (12) Year Limited Warranty
Magnetic Filters and Hubs	IK, ZM, ZMF	Five (5) Year Limited Warranty
Maximizer Hot Water Booster Mixing Valve	ZMIX	Five (5) Year Limited Warranty
Heat Exchangers	Brazed Plate	One (1) Year Limited Warranty
Accessories, Parts and Other Items	All	One (1) Year Limited Warranty
Commercial		
ASME Products	All	One (1) Year Limited Warranty
ActivFlo Water Conditioners	ZAF	Fifteen (15) Year Limited Warranty
Heat Exchangers, Brazed and Plate & Frame	Z, ZB	One (1) Year Limited Warranty
Magnetic System Hubs	ZMPP	Five (5) Year Limited Warranty
Other Commercial Products and Items	All	One (1) Year Limited Warranty

