

## CANADIAN RESIDENTIAL WARRANTY

THIS WARRANTY IS APPLICABLE TO THE ORIGINAL OWNER ONLY, in accordance with the warranty terms and conditions specified below.

A. O. Smith Enterprises Ltd. (the warrantor) will furnish the ORIGINAL OWNER, 1) a replacement A. O. Smith water heater of equivalent size and current model if the glass-lined tank in this water heater leaks and, 2) a replacement part for any component part which fails. Anode rods are consumable maintenance parts and are excluded from warranty coverage.

THE A. O. SMITH WATER HEATER REPLACEMENT MODEL OR PART WILL BE WARRANTED FOR ONLY THE UNEXPIRED PORTION OF THE ORIGINAL WARRANTY. The warranty period will be determined by the original date of purchase of the water heater, or in the absence of a Bill of Sale verifying said date, from the date of manufacture indicated on rating plate affixed to this water heater. This warranty is not transferable and applies to models listed below:

SERIES	TANK	PARTS
JW6,E, AV, AV-ES2, DV, PDV, and PV	6 years	6 years
E, AV, and PV Models ending with 'M'	8 years	8 years

When the water heater has been used for other than single family residential application;

- 1. The tank warranty shall be reduced to 1 year for all models.
- 2. The parts warranty (anode rods excluded) shall be reduced to 1 year for all models.

#### **CONDITIONS AND EXCEPTIONS**

This warranty shall apply only when the water heater is installed, operated, and maintained in accordance with 1) all local fire codes and plumbing codes, ordinances and regulations, 2) the printed instructions provided with it, 3) good industry practices, and 4) proper safety practices such as but not limited to a properly sized drain pan if installed in an area where leakage from the tank or its connections would result in damage to the area adjacent to the heater. In addition, a new temperature and pressure relief valve, certified by CSA, must have been properly installed and piped to the nearest drain.

This warranty shall apply only when the water heater is:

- owned by the original purchaser;
- installed for indoor operation only;
- used at temperatures not exceeding the maximum calibrated setting of its thermostat;
- used at water pressure not exceeding the working pressure shown on the heater;
- filled with potable water, free to circulate at all times and with the tank free of damaging water sediment or scale deposits;
- used in a non-corrosive and non-contaminated atmosphere;
- used with factory approved anode(s) installed;
- · in its original installation location;
- in Canada;

- sized in accordance with proper sizing techniques for residential water heaters;
- bearing a rating plate which has not been altered, defaced or removed except as required by the warrantor;
- used in an open system or in a closed system with adequate provision for thermal expansion;
- operated with properly installed sediment trap in the gas supply line (if a gas-fired model);
- operated with the fuel/power for which it was factory built;
- operated at the factory rated input;
- operated with the inner and outer combustion chamber doors in place and all factory seals to combustion chamber intact.
- installed with no attempted, nor actual modification or alteration
  of the water heater's design in any way, including but not limited
  to, the attachment of non-warrantor approved appliances or
  equipment, including any additional aftermarket equipment
  introduced into the sealed system.

The limited warranty is voided if the maintenance procedures listed in the manual accompanying the water heater are not followed.

Any accident to the water heater or any part thereof (including freezing, fire, floods, or lightning), any misuse, abuse or alteration of it, any operation of it in a modified form, any operation of the water heater on desalinated (deionized) water, or any damage caused by attempts to repair tank leaks or parts, will void this warranty.

This warranty does not cover water heaters replaced for cosmetic reasons or for reasons of noise, taste, odour, discoloured and/or rusty water. This warranty does not apply to water heaters used to heat pools, whirlpools or hot tubs or used for space heating where its sizing does not conform with the specifications of both the warrantor and the heating component manufacturer.

This warranty gives you specific legal rights, and you may have other rights which vary under the laws of each province or territory. If any provision of this warranty is prohibited or invalid under applicable provincial or territorial law, that provision shall be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the affected provision or the other provisions of this warranty.

# RETURN OF DEFECTIVE WATER HEATER AND COMPONENT PARTS

The warrantor reserves the right to examine the alleged defect in the water heater or component part. As such, it will be the owner's obligation to return the water heater and/or part to the warrantor.

- 1. When returning a water heater, it must include all component parts and the rating plate label.
- 2. When returning component parts, they must be individually tagged and identified with the water heater's Model Number, Serial Number, date of purchase, and date of installation.

#### SERVICE AND LABOUR RESPONSIBILITY

UNDER THIS LIMITED WARRANTY, THE WARRANTOR WILL PROVIDE ONLY A REPLACEMENT WATER HEATER OR PART THEREOF. THE OWNER IS RESPONSIBLE FOR ALL OTHER COSTS. Such costs may include but are not limited to:

- a. Labour charges for service, removal, or reinstallation of the water heater or part thereof.
- All freight, shipping, handling, and delivery costs of forwarding a new water heater or replacement part(s) to the owner and returning the claimed defective water heater or component part(s) to a location designated by the warrantor.
- c. All costs necessary or incidental for handling and administrative charges, and for any materials and/or permits required for installation of the replacement heater or part(s).

### LIMITATION ON IMPLIED WARRANTIES

Implied warranties, including any warranty of merchantability imposed on the sale of this heater under provincial or territorial law are limited to one year duration for the heater or any of its parts. Some provinces or territories do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

### **CLAIM PROCEDURE**

Any claim under this warranty should be initiated with the dealer who sold the heater, or with any other dealer handling the warrantor's products. If this is not practical, the owner should contact: A. O. Smith Enterprises Ltd., 599 Hill Street West, Fergus, ON Canada N1M 2X1. Phone: 1-888-479-8324 or visit our website: www.johnwoodwaterheaters.com.

The warrantor will only honour replacement with identical or similar water heater or parts thereof which are manufactured or distributed by the warrantor.

Dealer replacements are made subject to in-warranty validation by warrantor.

PROOF-OF-PURCHASE AND PROOF-OF-INSTALLATION DATE ARE REQUIRED TO SUPPORT WARRANTY CLAIM FROM ORIGINAL OWNER. THIS FORM DOES NOT CONSTITUTE PROOF-OF-PURCHASE OR PROOF-OF-INSTALLATION.

#### DISCLAIMERS

NO EXPRESSED WARRANTY HAS BEEN OR WILL BE MADE ON BEHALF OF THE WARRANTOR WITH RESPECT TO THE MERCHANTABILITY OF THE HEATER OR THE INSTALLATION, OPERATION, REPAIR OR REPLACEMENT OF THE HEATER OR PARTS. THE WARRANTOR SHALL NOT BE RESPONSIBLE FOR WATER DAMAGE, LOSS OF USE OF THE UNIT, INCONVENIENCE, LOSS OR DAMAGE TO PERSONAL PROPERTY, OR OTHER CONSEQUENTIAL DAMAGE. THE WARRANTOR SHALL NOT BE LIABLE BY VIRTUE OF THIS WARRANTY OR OTHERWISE FOR DAMAGE TO ANY PERSONS OR PROPERTY, WHETHER DIRECT OR INDIRECT, AND WHETHER ARISING IN CONTRACT OR IN TORT.

Should governmental regulations or industry standards prohibit the warrantor 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. The limited warranty is voided if the maintenance procedures listed in the owner's instruction manual are not followed.

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

IMPORTANT INFORMATION	
Model Number	
Serial Number	
INSTALLATION INFORMATION	
Date Installed	
Company's Name	
Street or P.O. Box	
City, Province, and Postal Code	
Phone Number	
Plumber's Name	



A.O. Smith Enterprises Ltd.
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1-888-479-8324 • johnwoodwaterheaters.com •