

Niles Steel Tank Company (Alloy Works)

25-YEAR LIMITED TANK WARRANTY

Covers: JEV, Hot Water Generator, Power Plate, CBT, SEP, EBT & Hot Water Storage Tanks fabricated from Duplex Stainless Steel that are passivated

This warranty applies only to installations in the U.S. and Canada.

WHAT THIS LIMITED WARRANTY COVERS

When used solely for heating or storing potable water for domestic water heating purposes, this limited warranty covers defects in materials or workmanship of the tank that result in any of the following:

- Production of Rusty or Discolored Water
- Leaking from the Tank
- Chloride Stress Corrosion Cracking

Separate warranties are provided for components other than the tank and they are not covered by this warranty.

TANK REPAIR LIMITED WARRANTY

For 15 years from the start of this limited warranty, if the tank has a warranty-covered defect, NST will repair the defect and restore the tank back to working condition. If, in the judgment of NST, tank repair is not practical, this tank repair limited warranty will not be in force and the tank replacement limited warranty will be in force.

TANK REPLACEMENT LIMITED WARRANTY

For 15 years from the start of this limited warranty, if, in the judgment of NST, a warranty-covered defect of the tank is not repairable, NST will replace the tank at no cost to the owner with the then current equivalent model. No labor, freight or other related expenses will be paid by NST.

From the beginning of the 16th year to the end of the 25th year from the start of this limited warranty, NST will offer to sell the owner a new tank of the then current equivalent model for a price equal to the number of months in service from the date of start of this limited warranty, divided by the total number of months of this limited warranty, times the then current list price. At no point will the cost to the owner exceed 75% of the current list price. No labor, freight or other related expenses will be paid by NST.

START OF LIMITED WARRANTY

FOR PRODUCTS WHERE FACTORY-AUTHORIZED START-UP IS REQUIRED: This limited warranty will begin at the time of start-up or six months from the date of shipment, whichever occurs first.

FOR PRODUCTS WHERE FACTORY-AUTHORIZED START-UP IS NOT REQUIRED: This limited warranty will begin at the receipt of shipment.

GENERAL CONDITIONS

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND GUARANTEES, WHETHER EXPRESS 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 the defective tank pursuant to the terms of this limited warranty. IN NO EVENT SHALL NST 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 tank exceed the purchase price of the tank.

To qualify for this limited warranty, the original tank 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 NST installation and maintenance manual for the product. Normal maintenance and repair must have been performed by the owner. This limited warranty does not cover abuse or misuse of the product. This limited warranty is void if modifications are made to the product without the knowledge and consent of NST. This limited warranty does not cover tanks used for non-domestic applications or for non-potable or high-purity water. Potable water is defined as complying with the U.S. EPA primary drinking water regulations and secondary drinking water standards.

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. NST shall be entitled to inspect the product prior to repair or replacement.

Warranty claims should be presented through prompt telephone notification to NST at

269-683-1910