

EEMAX LIMITED WARRANTY

Subject to the terms and conditions set forth herein, each Eemax Instantaneous Water Heater is warranted against mechanical or electrical failure due to manufacturing defects for a period of one year from the date of manufacture and is warranted against leaks due to manufacturing defects for a period of five years from the date of manufacture.

Subject to the terms and conditions set forth herein, if such heater fails or leaks because of a manufacturing defect during the applicable warranty period set forth above, the Buyer should contact Eemax for a Returned Merchandise Authorization (RMA). No returns will be accepted by Eemax without an RMA number and Eemax assumes no responsibility for product returned without written authorization. Product should be wrapped and packaged securely to avoid shipping damage.

If the product has been thus returned to Eemax within the applicable warranty period and the heater is in fact determined to have failed or leaked because of a manufacturing defect, then Eemax will, at Eemax's election, either repair or replace the defective portion of such product. Eemax shall have no responsibility for any failure or leakage of the product resulting from: (a) the use of the product for other than its intended purpose; or (b) any unauthorized alteration or modification to the product; or (c) improper installation; or (d) any unauthorized repairs or attempted repairs to the product; or (e) any other causes external to the product after delivery.

The Buyer's sole and exclusive remedy on account of any defective product furnished by Eemax shall be to secure the repair or replacement of the defective product from Eemax on the terms and subject to the conditions specified herein. Eemax shall not in any event be liable for any costs incurred by Buyer, including, without limitation, the cost of any labor expended on any product.

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