

SECTION VIII – WARRANTY INFORMATION

LIMITED WARRANTY

1. PRODUCT WARRANTY. Hubbell warrants the heater it manufactures and its components (the "Product") to be free from defects in materials and workmanship, under normal use and service for the period of time identified below beginning from the date of installation, provided that the product is installed within three (3) months of date of shipment from Hubbell and when the Product is installed and maintained in accordance with Hubbell's written instructions (see operators manual for details). Owner must establish the Product's purchase date by means satisfactory to Hubbell in its sole discretion.

TANK and COMPONENTS: One (1) year parts and labor

TANK ONLY: Five (5) years Non Pro-Rated

REPLACEMENT PARTS: Thirty (30) days parts only, no labor, from date of purchase

SUCH WARRANTIES DO NOT COVER:

- Product failure (including but not limited to the tank and/or heating elements) caused by liming, sediment buildup, chemical corrosion, chlorine corrosion, or freezing.
- Temperature or other controller setting adjustments, pressure reducing valve adjustments, resets, and plumbing leaks.
- Product misuse, tampering or misapplication, accidental damage, improper installation or the application of improper voltage.
- Costs incurred for shipping, delivery, handling, and/or administrative charges.
- For the tank warranty after the first year, all labor, shipping, installation costs, and components (other than the tank) are the responsibility of the owner.
- With respect to labor warranty within the first year, overtime, holiday, weekend or any other non-standard labor rate.
- Excessive and unreasonable labor rates and/or travel expenses as determined by Hubbell in its sole discretion.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR PATENT OR OTHER INTELLECTUAL PROPERTY RIGHT INFRINGEMENT.

3. LIMITATION OF REMEDIES AND DAMAGES. Hubbell's liability and Buyer's exclusive remedy hereunder will be limited solely, at Hubbell's option, to repair or replacement by a Hubbell authorized service agency (other than where Buyer is located outside of the United States or Canada, in which case Hubbell's liability and Buyer's exclusive remedy hereunder will be limited solely to replacement of part under warranty) with respect to any claim made within the applicable warranty period referred to above. Without limiting the generality of the foregoing, all warranty items shall be returned by Buyer, at its sole expense, to the Hubbell factory (45 Seymour Street Stratford, CT 06615) for replacement or repair. Hubbell reserves the right to accept or reject any such claim in whole or in part. Hubbell will not accept the return of any product without prior written approval from Hubbell, and all such approved returns shall be made at Buyer's sole expense. HUBBELL WILL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LABOR COSTS OR LOST PROFITS RESULTING FROM THE USE OR INABILITY TO USE THE PRODUCTS OR FROM THE USE OF OR INABILITY TO USE THE PRODUCTS OR FROM THE PRODUCTS BEING INCORPORATED IN OR BECOMING A COMPONENT OF ANY OTHER PRODUCT OR GOODS