

Lync Storage Tank

25-Year Duplex Stainless Steel Tank Limited Warranty

General

Watts Heating and Hot Water Solutions LLC dba Lync by Watts (the "Company") warrants its Lync Storage Tank products to be free from defects in material and workmanship under normal usage subject to the terms and conditions set forth herein.

This Limited Warranty is effective as of the date of start-up by a Company-authorized representative or contractor, or six (6) months from the date of original shipment, whichever occurs first (the "Warranty Start Date").

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 IOM for the product. Normal maintenance and repair must be performed by the owner.

THE LIMITED WARRANTY SET FORTH HEREIN IS GIVEN EXPRESSLY AND IS THE ONLY WARRANTY GIVEN BY THE COMPANY WITH RESPECT TO THE PRODUCT. THE COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. THE COMPANY HEREBY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

The remedy described in this Limited Warranty shall constitute the sole and exclusive remedy for breach of warranty, and the Company shall not be responsible for any incidental, special or consequential damages, including without limitation, lost profits or the cost of repairing or replacing other property which is damaged if the applicable product does not work properly, other costs resulting from labor charges, delays, vandalism, negligence, fouling caused by foreign material, damage from adverse water conditions, chemical, or any other circumstances over which the Company has no control. This Limited Warranty shall be invalidated by any abuse, misuse, misapplication, improper installation or improper maintenance or alteration of the product.

Some States do not allow limitations on how long an implied warranty lasts, and some States do not allow the exclusion or limitation of incidental or consequential damages. Therefore, the above limitations may not apply to you. This Limited Warranty gives you specific legal rights, and you may have other rights that vary from State to State. You should consult applicable state laws to determine your rights. **SO FAR AS IS CONSISTENT WITH APPLICABLE STATE LAW, ANY IMPLIED WARRANTIES THAT MAY NOT BE DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO ONE YEAR FROM THE DATE OF ORIGINAL SHIPMENT.** The Company reserves the right to make changes or substitutions in parts or equipment with material of equal quality or value and of then current production. Replacement components and/or media will be delivered to the owner F.O.B. nearest factory, at no cost, excluding freight and local labor charges, if any.

This Limited Warranty does not cover or is voided by:

1. any product, components or parts not manufactured by the Company,
2. faulty or improper installation or unsuitable installation environment,
3. failure to follow instructions or warnings,
4. unauthorized or misapplied attachments, modification (temporary or permanent), repairs or parts



R1_09/09/2021

Watts Heating and Hot Water Solutions LLC dba Lync by Watts
425 Everman Parkway, Suite 101 • Fort Worth, TX 76134
USA: T: (817) 335-9531 • Toll Free: (800) 784-8326 • Lyncbywatts.com
Technical Support • (800) 433-5654 • Mon-Fri, 8 am - 5 pm EST

5. negligence or vandalism
6. foreign material, adverse or improper water conditions, chemicals, contamination, improper pH, water treatment activities or products, mineral deposits, or decomposition by galvanic action
7. shipping or placement
8. any abuse, misuse, unintended use, failure to maintain or inspect any product
- 9.
10. any circumstances over which the Company has no control, including without limitation, fire, freezing or other external causes.

In no event shall the Company'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 goods exceed the purchase price of the goods. 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. **IN NO EVENT SHALL THE COMPANY'S LIABILITY EXCEED AN AMOUNT EQUAL TO THE SALES PRICE OF THE PRODUCT.**

Storage Tank

Tank and Heating Surfaces

This Limited Warranty covers defects in materials or workmanship of the tank and/or heating surfaces that result in any of the following:

- Production of Rusty or Discolored Domestic Water
- Leaking
- Chloride Stress Corrosion Cracking
- Leaking due to Fireside Condensate Corrosion

This Limited Warranty does not cover failure resulting from the accumulation of precipitant inside the vessel. This Limited Warranty covers tanks and heaters only when used for heating or storing potable water for domestic water heating purposes. Use for non-domestic (process) applications or for non-potable or high-purity water is not covered. Potable water is defined as complying with the U.S. EPA primary drinking water regulations and secondary drinking water standards with the exception that the routine maintenance level of free (residual) chlorine must be ≤ 2.0 ppm. No labor or freight will be authorized or paid, except as provided under the

First Year Limited Service Policy below.

Tank Repair Limited Warranty

For fifteen (15) years from Warranty Start Date, if the tank has a warranty-covered defect, the Company will repair the defect and bring the tank back to working condition. If, in the judgment of the Company, tank repair is not practical, the Company will replace the tank in accordance with the Tank Replacement Limited Warranty below.

Tank Replacement Limited Warranty

For twenty-five (25) years from the Warranty Start Date, if, in the judgment of the Company, a warranty-covered defect of the tank is not repairable, the Company will replace the tank with the then-current equivalent model. A replacement model within the first fifteen (15) years will be at no cost to the owner for the tank. From the beginning of the 16th year to the end of the 25th year from the Warranty Start Date, the Company will offer to sell the owner a new tank of the then-current equivalent model. The cost to the owner will be equal to the number of months in service from the date of Warranty Start Date, divided by the total number of months of this Limited Warranty (300), times the then current list price. At no point will the cost to the owner exceed 75% of the current list price.



R1_09/09/2021

Watts Heating and Hot Water Solutions LLC dba Lync by Watts
425 Everman Parkway, Suite 101 • Fort Worth, TX 76134
USA: T: (817) 335-9531 • Toll Free: (800) 784-8326 • Lyncbywatts.com
Technical Support • (800) 433-5654 • Mon-Fri, 8 am - 5 pm EST

First Year Limited Service Policy

Applicable to United States and Canada installations only

For one year from the Warranty Start Date, the Company will, if a component part fails due covered defect, cover labor charges to service warranty claims, subject to the below terms and conditions:

1. All general conditions, as stipulated in the Limited Warranty, will apply to this one-year cost-free service policy.
2. This policy is valid during the first installation only.
3. Labor cost covered by this service policy is limited to installations with normal access to the equipment, and travel distance not to exceed 150 miles from the nearest Company-authorized service agency.
4. Under no circumstances will the Company pay for, or be responsible for, overtime pay (nights, weekends, or holidays) for the owner's convenience or desires. Labor cost covered by this warranty is limited to installations with normal access to the equipment as defined by the Company.

Filing A Warranty Claim

Warranty claims should be presented through prompt telephone notification to the Company at toll-free 1-800-433-5654 or by email at warranty@lincbywatts.com. The Company shall be entitled to inspect the product prior to repair or replacement. Information, including model number, serial number, and date of installation, must be provided for any claims pertaining to equipment in warranty.



R1_09/09/2021

Watts Heating and Hot Water Solutions LLC dba Lync by Watts
425 Everman Parkway, Suite 101 • Fort Worth, TX 76134
USA: T: (817) 335-9531 • Toll Free: (800) 784-8326 • Lyncbywatts.com
Technical Support • (800) 433-5654 • Mon-Fri, 8 am - 5 pm EST