



Limited Warranty for Lync Custom Electric Tanks

425 W. Everman Pkway, St. 101 | Fort Worth, TX 76134 | (817) 335-9531

General

Watts Heating and Hot Water Solutions LLC dba Lync by Watts (the "Company") warrants its Custom Electric Tank Water Heaters to be free from defects in material and workmanship under normal usage for the warranty periods set forth herein. In the event of a covered defect within the applicable warranty period, the Company will, at its option, replace or recondition the defective product without charge.

This Limited Warranty is effective on the date of start-up by a Company-authorized representative or contractor, or six 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 Installation, and Operation Manual 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 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 purchased from 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
5. negligence or vandalism
6. foreign material, adverse or improper water conditions, chemicals, contamination, improper pH, water treatment activities or products, mineral deposits, the installed environment, decomposition by galvanic action
7. shipping or placement
8. any abuse, misuse, unintended use, failure to maintain or inspect any product
9. any circumstances over which the Company has no control, including without limitation, fire, freezing or other external causes

Consumable items are not covered by this Limited Warranty.

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.**

Tank Warranty

For 15 years from the start of this Limited Warranty, if the tank has a warranty-covered defect, Lync will repair the defect and bring the tank back to working condition. If, in the judgment of Lync, tank repair is not practical, Lync will replace the tank with the then current equivalent model. The first 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 start of this Limited Warranty, Lync 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 Warranty Start Date, divided by 300, times the then current list price. At no point will the cost to the owner exceed 75% of the current list price.

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 to a 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). Labor cost covered by this warranty is limited to installations with normal access to the equipment as defined by the Company.
5. A Purchase Order is required to schedule any service.

Connected Product Warranty and Terms of Use

Any connected features of the Lync Custom Electric Tank Water Heaters that constitute Connected Devices, as defined in the Company's Terms of Use available at <https://www.watts.com/terms-of-use> (the "Terms of Use") are governed by the Terms of Use.

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@lyncbywatts.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 under warranty.



Engineered Solutions

Fort Worth, TX • (817) 335-9531

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