



Warranty

The Pavilion™ Condensing Recirculating Tankless Gas Water Heater

FIVE YEAR WARRANTY

PB Heat, LLC, Bally, Pennsylvania, hereinafter referred to as “PB Heat”, warrants to the original owner of any Pavilion™ condensing recirculating tankless gas water heater, hereinafter referred to as the “Product”, or Product parts, at the original installation site, for a period of five years from date of installation, that the Product and Product parts supplied by PB Heat are free from manufacturing defects in materials and workmanship, when used under normal conditions and when such Product has not been modified or changed in any manner after leaving the plant of PB Heat. If any Product or Product parts supplied by PB Heat are found to have manufacturing defects in materials or workmanship, such will be, at PB Heat’s option, repaired or replaced by PB Heat. Notification of claimed defects are to be made in writing to PB Heat, giving full particulars in support of claim. PB Heat may, at its option, examine and inspect the alleged defective Product or Product parts. PB Heat may request that the materials be returned to PB Heat at owner’s expense for factory inspection. **This warranty does not cover labor costs for removal and reinstallation of an alleged defective Product or Product parts.**

SIXTH THROUGH 15th YEAR COVERAGE

PB Heat warrants to the original owner of any Product, at the original installation site, for the period of the sixth through 15th year or 12,000 combustion hours recorded by the Product, whichever comes first, from date of installation that the heat exchanger is free from manufacturing defects in materials and workmanship, when used under normal conditions and when such Product has not been modified or changed in any manner after leaving the plant of PB Heat.* If the heat exchanger leaks and is found to have manufacturing defects in materials or workmanship during such period, such will be, at PB Heat’s option, repaired or replaced by PB Heat. No other component of the Product will be repaired or replaced by PB Heat during the sixth through 15th year. Notification of claimed defects are to be made in writing to PB Heat, giving full particulars in support of claim. PB Heat may, at its option, examine and inspect the alleged defect. **This warranty does not cover labor costs for removal and reinstallation of an alleged defective Product or Product parts. The warranty is eight years or 12,500 combustion hours recorded by the Product, whichever comes first, if the Product is used in a commercial capacity or for other than a single-family dwelling.**

*When used with a controlled recirculation system installed in accordance with the Installation Manual, the heat exchanger is warranted for a period of 15 years or 12,000 combustion hours recorded by the Product, whichever comes first. An aquastat is the minimum pump control requirement in order to maintain the full recirculation warranty. Point of use or “on demand” recirculation systems which are thermally controlled (i.e. aquastat) also classify as controlled systems. In an uncontrolled recirculation system without an aquastat, warranty on the heat exchanger is eight years or 12,500 combustion hours recorded by the Product, whichever comes first.

THESE RESIDENTIAL WARRANTIES DO NOT COVER:

1. Component parts not manufactured by PB Heat as part of the Product or damage to surrounding areas or property caused by leakage or malfunction.
2. Workmanship of any installer of the Product. This warranty does not assume any liability of any nature for unsatisfactory performance caused by improper installation.

3. Costs for labor for removal and reinstallation of an alleged defective Product or Product parts, transportation to PB Heat, and any other materials necessary to perform the exchange, except as stated above. Replacement material will be invoiced to the distributor in the usual manner and will be subject to adjustment upon verification of defect.
4. Any Product that has been damaged as a result of being improperly serviced or operated, including, but not limited to, the following: operated with insufficient water; damaged as a result of use with potable water, in an open loop or as a direct contact with the Product; damaged as a result of use with non-potable water, untreated or poorly treated well water, or water with high PH levels or hardness levels in excess of 12 grains per gallon (200mg/L - please refer to the Water Quality section of the Owner’s Guide for details); damage caused during shipment; allowed to freeze; subjected to flood conditions; operated with water conditions and/or fuels or additives which cause unusual deposits or corrosion in or on the heat exchanger; improper maintenance or subject to any other abuse or negligence, misuse and specifically, operation and maintenance contrary to the Installation Manual and Owner’s Guide furnished with this appliance.
5. Any Product that has been damaged as a result of natural disasters, including, but not limited to, lightning, fire, earthquake, hurricanes, tornadoes or floods.
6. Any Product used for any purpose other than domestic water or space heating or a Product that has been disconnected, altered or had non-PB Heat approved components or accessories added, operated with fuels or at settings other than those set forth in the Installation Manual furnished with this appliance.
7. Damage to the Product caused by adverse local conditions.

CONDITIONS AND LIMITATIONS

The warranties set forth herein are subject to the following conditions and limitations and are null and void if all conditions are not met:

1. If at the time of a request for service the owner cannot provide a copy of the original sales receipt or warranty registration then the warranty period for the Product shall be deemed to have commenced thirty (30) days after the date of manufacture of the Product and NOT the date of installation of the Product.
2. The Product should be provided with combustion air free of contaminants such as, but not limited to, chlorine, ammonia, excessive dust, dirt, construction particles, Products of combustion from other heating or water heating appliances or alkalis agents or other corrosive elements in the atmosphere.
3. This warranty extends only to the Product utilized in closed loop heating and domestic hot water applications for domestic space heating and/or heating domestic water that have been properly installed based upon supplier’s installation instructions. The use of the Product directly as a potable water-heating appliance shall void any coverage under this warranty.
4. The owner shall have cleaned and maintained the Product in accordance with the Owner’s Guide that accompanies the unit. Every year a qualified and licensed contractor must inspect the Product to assure it is in proper working condition; please refer to the Installation Manual.

See next page for additional warranty information.

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5. All related heating components must be maintained in good operating condition.
6. All condensate lines and collectors must be checked annually by a qualified and licensed professional to confirm that all condensation drains properly from the unit.
7. The Product must have been installed by a heating contractor whose principal occupation is the sale and installation of heating equipment.
8. Before warranty claims will be honored, PB Heat shall have the opportunity to directly, or through its authorized representative, examine and inspect the alleged defective Product or Product parts. The decision whether to repair or, in the alternative, replace the Product or Product parts shall be made by PB Heat or its authorized representative.

THESE WARRANTIES DO NOT EXTEND TO ANYONE EXCEPT THE FIRST OWNER AT RETAIL AND ONLY WHEN THE PRODUCT IS IN THE ORIGINAL INSTALLATION SITE. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE.

ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED WITH RESPECT TO ALL OWNERS. FAILURE TO FULLY REGISTER THE PRODUCT WITH PB HEAT SHALL HAVE NO EFFECT ON THE DISCLAIMER OF THESE IMPLIED WARRANTIES.

PB HEAT'S TOTAL LIABILITY FOR ANY CLAIM ARISING HEREUNDER SHALL NOT EXCEED THE PURCHASE

PRICE WHICH YOU PAID FOR THE PRODUCT. ALL EXPRESS WARRANTIES SHALL BE LIMITED TO THE DURATION OF THIS EXPRESS LIMITED WARRANTIES SET FORTH HEREIN AND EXCLUDE ANY LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES RESULTING FROM THE BREACH THEREOF. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. PRODUCTS OR PARTS OF OTHER MANUFACTURERS ATTACHED OR SOLD AS PART OF A COVERED PRODUCT ARE SPECIFICALLY EXCLUDED FROM THE WARRANTY.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. PB HEAT'S FAILURE TO ENFORCE ANY TERMS OR CONDITIONS STATED HEREIN SHALL NOT BE CONSTRUED TO BE A WAIVER OF SUCH PROVISION.

For prompt service, notify the original installer who, in turn, will notify the PB Heat distributor who supplied the Product. If this does not result in prompt service, contact PB Heat, LLC at the address below with details in support of the warranty claim. Alleged defective parts must be returned in accordance with PB Heat's procedure currently in force for handling returned goods for purpose of determining cause of failure. PB Heat will furnish the new parts to an authorized distributor who will furnish the parts to the heating contractor who installed the boiler. For any questions about coverage of this warranty, contact PB Heat.