

7 P-K HiDRA™ SPECIFIC LIMITED WARRANTY (HLW Hot Water Heater HC800-1000) Last Updated 3/12/2018

When used for heating or storing potable water for domestic water heating purposes, 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 Water
- Leaking
- Chloride Stress Corrosion Cracking
- Leaking due to Fireside Condensate Corrosion

Subject to the terms and conditions herein and the Terms and Conditions of Sale (as defined herein), Harsco Industrial Patterson-Kelley (“Seller”) warrants to the purchaser of the product (“Buyer”) that the heat exchanger and burner are free of defects in material and workmanship, when operated in accordance with the conditions stated herein, for a period of 15 years from the start of this warranty, if, in the judgment of Harsco Industrial Patterson Kelley, a warranty-covered defect of the tank or heating surfaces, Harsco Industrial Patterson-Kelley will replace the water heater with the then current equivalent model. The first 8 years will be at no cost to the owner for the water heater. From the beginning of the 9th year to the end of the 15th year will be the start of the limited warranty, Harsco Industrial Patterson Kelley will offer to sell the owner a new water heater of the then current equivalent model. The cost to the owner for the replacement water heater will be equal to the number of months in service from the date of start of this limited warranty, divided by the total number of months of this limited warranty, times the then current list price. At no point will the cost to the owner for the replacement water heater exceed 75% of the current list price. No labor or freight will be authorized or paid by Harsco Industrial Patterson Kelley. The warranty is only valid through a start-up report as furnished to Seller, commencing on the start-up date shown to Seller (the “Warranty Period”), if startup is completed within six (6) months of shipment and the start-up report is furnished to Seller within thirty (30) days of startup. The Exclusions and limitations of liability set forth in the Terms and Conditions of Sale (as defined herein) apply to this Specific Limited Warranty. Capitalized terms used but not defined herein have the meanings ascribed to them under Seller’s terms and conditions of sale for the product, which can be found at <http://harscopk.com/warranty.php> (the “Terms and Conditions of Sale”). This Specific Limited Warranty is transferrable to the owner that utilizes the product(s) purchased hereunder for its intended use at the original installation site (the “Original Owner”). This Specific Limited Warranty is non-transferable to anyone who subsequently receives or purchases products from the Original Owner. If the Original Owner did not purchase the product directly from Seller, the Original Owner should contact the reseller from whom it purchased the product for a copy of the Terms and Conditions of Sale attached to the Order Acknowledgement received by the original purchaser of the product from Seller.

I. REMEDY

Seller’s obligations under this Specific Limited Warranty is limited to repairing or, if in Seller’s judgment it seems more appropriate, to furnishing without charge (installation not included), FCA Seller’s factory (Incoterms 2010), a similar part to replace any part which after examination shall, to Seller’s own satisfaction be determined to have been defective at the time it was shipped. In the event that a replacement is provided by Seller, the defective item will become the property of Seller. Transportation to Seller’s facility or other designated facility for repairs of any products or party alleged defective shall, in all events, be at Buyer’s sole risk and cost. This warranty applies only if the original installer and Seller (Attention: Harsco Industrial, Patterson-Kelley, 155 Burson Street, East Stroudsburg, PA 18301) receive, within the Warranty Period, an immediate written notice, providing a detailed description of all claimed defects, upon discovery of such defects together with proof of purchase (invoice or Order Acknowledgment) and a copy of the start-up report for the affected product. Seller may seek reimbursement of any costs incurred by Seller where the product is found to be in good working order, or when it has been determined that this Specific Limited Warranty does not apply as per the exclusions set forth below. The remedies available to Buyer set forth herein are exclusive remedies, and all other remedies, statutory or otherwise, including but not limited to the right of redhibition, are waived by Buyer. Buyer acknowledges that the exclusion of remedies is neither unreasonable nor unconscionable. Buyer shall indemnify and hold Seller harmless against, any claim due to any injury or death to any person or damage to any property resulting in whole or in part from any modification or alteration Buyer makes to any product sold hereunder. In no event shall Seller liability on any claim 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.

II. EXCLUSIONS

To the full extent permitted by law, Seller shall have no liability for and the Warranties do not cover: