



Engineering & Manufacturing of Heat Exchange Equipment & Systems since 1938.

**LIMITED WARRANTY FOR DIVERSIFIED HEAT TRANSFER, INC.
TX SERIES INDIRECT-FIRED WATER HEATER**

Your TX Series indirect-fired water heater is protected by these warranties.

*These warranties are applicable to **original residential or commercial/industrial purchasers only**.*

The following warranties are exclusive and are given and accepted in lieu of any and all other warranties, express or implied, including without limitation the implied warranties of merchantability and fitness for particular purpose, and any obligation, liability, right, claim or remedy in contract or tort, whether or not arising from Diversified Heat Transfer's negligence, actual or imputed.

The remedies of the ORIGINAL PURCHASER shall be limited to those provided herein to the exclusion of any other remedies including without limitation, special, indirect, incidental and/or consequential damages including, but not limited to property damage, lost profit, or damages alleged to have been caused by any failure of Diversified Heat Transfer or meet any obligation under this agreement including the obligation to repair and replace set forth below.

No agreement varying or extending the foregoing warranties, remedies, or this limitation will be binding upon Diversified Heat Transfer unless in writing and signed by a duly authorized officer of Diversified Heat Transfer. Diversified Heat Transfer does not assume or authorize any other person to assume for it any other liability in connection with the sale of its products.

THIS WARRANTY EXTENDS ONLY TO THE FIRST (ORIGINAL) RETAIL PURCHASER OF THE TANK AND ONLY WHILE THE TANK IS OWNED BY THAT PURCHASER AND REMAINS AT ITS ORIGINAL LOCATION. CHANGE IN OWNERSHIP OR RELOCATION OF THE TANK SHALL FOREWITH TERMINATE THIS WARRANTY WITHOUT FURTHER NOTICE.

WARRANTY COVERAGE FOR RESIDENTIAL USE – 10 YEARS/ LIMITED LIFETIME IF REGISTERED WITHIN 90 DAY (1 YEAR PARTS)

The warranties listed in this section shall apply to Diversified Heat Transfer TX indirect-fired water heaters used in residential setting by the original purchasers only. A "residential setting" as used herein shall mean usage either (a) in a single family dwelling in which the original consumer purchaser of the indirect-fired water heater resides on a permanent basis or (b) in a multiple family dwelling provided that such TX indirect-fired water heater services only one family unit in a multiple family dwelling; provided that the term "residential setting" shall not include any usage of the TX indirect-fired water heater above 150 degrees Fahrenheit and 150 psi.

During the specified 10-year warranty period of the indirect-fired water heater, Diversified Heat Transfer Inc., will repair or replace, at its option, without charge, any indirect-fired water heater having a defect or malfunction that results in a water leak from the outside jacket, inner tank, or heat exchanger as a result of normal use and service. It is expressly agreed between Diversified Heat Transfer and the original residential purchaser that repair or replacement is the exclusive and sole remedy of the original purchaser.

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Phone: 718-386-6666 • Toll- Free: 800-221-1522
Sales Inquiries: sales@dhtnet.com • www.dhtnet.com

NOTE: Product must be registered within 90 days of installation to acquire the Limited Lifetime coverage. Any claim under this warranty must be verified by an authorized Diversified Heat Transfer (also referred to as DHT) representative: If the claim is found to be valid, DHT will repair or replace the tank as set forth herein, within a reasonable time after verification. If DHT chooses in its discretion to repair any indirect-fired water heater for which there is a valid warranty claim, DHT shall provide parts that are compatible with the subject indirect-fired water heater, which parts need not be identical to the original. If DHT chooses, in its discretion, to replace any indirect-fired water heater for which there is a valid warranty claim, DHT shall replace the subject indirect-fired water heater with the same model or, if such model is not available, with a model which is, in DHT's reasonable judgment, the nearest compatible model available at the time of replacement. Removal of the TX water heater and replacement with a different brand will fully invalidate this warranty coverage.

If Diversified Heat Transfer is unable to repair or replace or otherwise comply with its liability under these warranties, after a reasonable number of attempts, then the original consumer purchaser's sole and exclusive remedy for such a breach shall be either a replacement product or a full refund of the purchase price (exclusive of freight, labor, and installation), as determined by Diversified Heat Transfer.

If the original purchaser cannot provide proof of purchase, then DHT may request proof of residency dating back to the date of manufacture of the tank. In such a case the warranty period will begin from the date of manufacture as determined by the tank serial number.

OWNER RESPONSIBILITIES: The Owner or Qualified installer/Service Technician must:

- A) Maintain the water heater in accordance with the maintenance procedure list in the manufacturer's provided instructions. Preventive maintenance can help avoid any unnecessary breakdown of the water heater and keep it running at optimum efficiency.
- B) Maintain all related system components in good operating condition.
- C) Keep the water heater free of damaging scale deposits.
- D) Warranty card must be filled out and mailed in or online within 90 days of installation. If the warranty card is not filled out, the original purchaser must have proof of install with an invoice in case of warranty.
- E) Maintain water conditions with the following parameters:
 - a. Temperatures/water pressure/chloride levels (measurable amounts of any compound containing chlorides) 150°F or lower/150 P.S.I. /150 ppm chlorides for residential use.
 - b. PH between 6.0 and 8.0.
 - c. Hardness not higher than 7.0.
- F) Ensure that the product not supplied or operated by any form or water softener with ion exchange filter that is regenerated salt.
- G) Water test may be requested if there is question about the water quality with regards to a malfunction of the TX water heater.

WARRANTY EXCLUSIONS:

- A) Production of noise, taste, odor, discoloration, or rusty water.
- B) Incidental property damage, loss of use, inconvenience, or other incidental or consequential costs.
- C) The TX indirect-fired water heater used for non-potable applications, such as pool or process heating.

- D) The failure or malfunction results from failure to keep the tank full of potable water, free to circulate at all times and with the tank free of damaging water sediment or scale deposits.
- E) Cost associated with the replacement and/or repair of the unit including:
 - a. Any freight, shipping, or delivery charges.
 - b. Any removal, installation, or re-installation charges.
 - c. Any material, and/or permits required for installation, re-installation or repair.
 - d. Any charges to return the defective water heater and/or component to the manufacturer.
- F) Parts:
 - a. In the event that any part of such water heater is found to be defective in material or workmanship during this one-year period, DHT will repair or replace, at its option, the defective component parts (consisting of the Honeywell Aquastat and well).

NOTE: Product must be registered within 90 days of installation to acquire the Limited Lifetime coverage.

WARRANTY COVERAGE FOR COMMERCIAL USAGE - 8 YEARS (1 YEAR PARTS)

The warranties listed in this section shall apply to Diversified Heat Transfer TX indirect-fired water heaters used in a commercial setting by original consumer/purchasers only. A “commercial setting” as used herein shall mean any usage not falling within the above definition of a “residential setting.” A TX indirect-fired water heater shall be deemed to be used in a “commercial setting” if at any time it is operated at a temperature up to 150 degrees Fahrenheit and 150psi.

If at the time of a request for service the original business purchaser cannot provide a copy of the original sales receipt, installation bill, or equivalent document, then the warranty period for the indirect-fired water heater shall be eight (8) years from the date of manufacture of the indirect-fired water heater as determined by the tank serial number.

During the specified warranty period of the indirect-fired water heater, Diversified Heat Transfer Inc., will repair or replace, at its option, without charge, any indirect-fired water heater having a defect or malfunction that results in a water leak from the outside jacket, inner tank, or heat exchanger as a result of normal use and service. It is expressly agreed between Diversified Heat Transfer and the original residential purchaser that repair or replacement is the exclusive and sole remedy of the original purchaser.

Any claim under this warranty must be verified by an authorized Diversified Heat Transfer (also referred to as DHT) representative: If the claim is found to be valid, DHT will repair or replace the tank as set forth herein, within a reasonable time after verification. If DHT chooses in its discretion to repair any indirect-fired water heater for which there is a valid warranty claim, DHT shall provide parts that are compatible with the subject indirect-fired water heater, which parts need not be identical to the original. If DHT chooses, in its discretion, to replace any indirect-fired water heater for which there is a valid warranty claim, DHT shall replace the subject indirect-fired water heater with the same model or, if such model is not available, with a model which is, in DHT’s reasonable judgment, the nearest compatible model available at the time of replacement. Removal of the TX water heater and replacement with a different brand will fully invalidate this warranty coverage.

If Diversified Heat Transfer is unable to repair or replace or otherwise comply with its liability under these warranties, after a reasonable number of attempts, then the original business purchaser’s sole and exclusive remedy for such a breach shall be either a replacement product or a full refund of the purchase price (exclusive of freight, labor, and installation), as determined by Diversified Heat Transfer.

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If the original purchaser cannot provide proof of purchase than DHT may request proof of occupancy dating back to the date of manufacture of the tank. In such a case the warranty period will begin from the date of manufacture as determined by the tank serial number.

OWNER RESPONSIBILITIES: The Owner or Qualified Installer/Service Technician must:

- A) Maintain the water heater in accordance with the maintenance procedure listed in the manufacturer's provided instructions. Preventive maintenance can help avoid any unnecessary breakdown of the water heater and keep it running at optimum efficiency.
- B) Maintain all related system components in good operating condition.
- C) Keep the water heater free of damaging scale deposits.
- D) Warranty card must be filled out and mailed in or online within 90 days of installation. If the warranty card is not filled out, the original purchaser must have proof of install with an invoice in case of warranty.
- E) Maintain water conditions with the following parameters:
 - a. Temperature/water pressure/chloride levels (measurable amount of any compound containing chloride) 150°F or lower/150 P.S.I./150 ppm chlorides for commercial use.
 - b. PH between 6.0 and 8.0.
 - c. Hardness not higher than 7.0.
- F) Ensure that the product is not supplied or operated by any form of water softeners with ion exchange filter that is regenerated by salt.
- G) Water test may be requested if there is question about the water quality with regards to a malfunction of the TX water heater.

WARRANTY EXCLUSIONS:

- A) Production of noise, taste, odors, discoloration, or rusty water.
- B) Incidental property damage, loss of use, inconvenience, or other incidental or consequential costs.
- C) The TX indirect-fired water heater used for non-potable applications, such as pool or process heating.
- D) The failure or malfunction results from failure to keep the tank full of potable water, free to circulate at all times and with the tank free of damaging water sediment or scale deposits.
- E) Costs associated with the replacement and/or repair of the unit, including:
 - a. Any freight, shipping, or delivery charges.
 - b. Any removal, installation, or re-installation charges.
 - c. Any material, and/or permits required for installation, re-installation. or repair.
 - d. Any charges to return the defective water heater and/or component to the manufacturer.

WARRANTY COVERAGE FOR INDUSTRIAL USAGE - 5 YEARS (1 YEAR PARTS)

The warranties listed in this section shall apply to Diversified Heat Transfer TX indirect-fired water heaters used in an industrial setting by original consumer purchasers only. An "industrial setting" as used herein shall mean any usage not falling within the above definition of a "commercial setting." A TX indirect-fired water heater shall be deemed to be used in an "industrial setting" if at any time it is operated at a temperature up to 180 degrees Fahrenheit and 150 psi.

During the specified warranty period of the indirect-fired water heater, Diversified Heat Transfer Inc., will repair or replace, at its option, without charge, any indirect-fired water heater having a defect or malfunction that results in a water leak from the outside jacket, inner tank, or heat exchanger as a result

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of normal use and service. It is expressly agreed between Diversified Heat Transfer and the original business purchaser that repair or replacement is the exclusive and sole remedy of the original purchaser.

Any claim under this warranty must be verified by an authorized Diversified Heat Transfer (also referred to as DHT) representative: If the claim is found to be valid, DHT will repair or replace the tank as set forth herein, within a reasonable time after verification. If DHT chooses in its discretion to repair any indirect-fired water heater for which there is a valid warranty claim, DHT shall provide parts that are compatible with the subject indirect-fired water heater, which parts need not be identical to the original. If DHT chooses, in its discretion, to replace any indirect-fired water heater for which there is a valid warranty claim, DHT shall replace the subject indirect-fired water heater with the same model or, if such model is not available, with a model which is, in DHT's reasonable judgment, the nearest compatible model available at the time of replacement. Removal of the TX water heater and replacement with a different brand will fully invalidate this warranty coverage.

If Diversified Heat Transfer is unable to repair or replace or otherwise comply with its liability under these warranties, after a reasonable number of attempts, then the original business purchaser's sole and exclusive remedy for such a breach shall be either a replacement product or a full refund of the purchase price (exclusive of freight, labor, and installation), as determined by Diversified Heat Transfer.

If at the time of a request for service, the original business purchaser cannot provide a copy of the original sales receipt, installation bill, or equivalent document, then the warranty period for the indirect-fired water heater shall be five (5) years from the date of manufacture of the indirect-fired water heater as determined by the tank serial number.

If the original purchaser cannot provide proof of purchase, then DHT may request proof of occupancy dating back to the date of manufacture of the tank. In such a case the warranty period will begin from the date of manufacture as determined by the tank serial number.

OWNER RESPONSIBILITIES: The Owner or Qualified Installer/Service Technician must:

- A) Maintain the water heater in accordance with the maintenance procedure listed in the manufacturer's provided instructions. Preventive maintenance can help avoid any unnecessary breakdown of the water heater and keep it running at optimum efficiency.
- B) Maintain all related system components in good operating condition.
- C) Keep the water heater free of damaging scale deposits.
- D) Warranty card must be filled out and mailed in or online within 90 days of installation. If the warranty card is not filled out, the original purchaser must have proof of install with an invoice in case of warranty
- E) Maintain water conditions with the following parameters:
 - a. Temperatures/water pressure/chloride levels (measurable amounts of any compound containing chloride) 180°F or lower /150 P.S.I./80 ppm chlorides for industrial use.
 - b. PH between 6.0 and 8.0.
 - c. Hardness not higher than 7.0.
- F) Ensure that the product is not supplied or operating by any form of water softeners with ion exchange filter that is regenerated by salt.

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- G) Water test may be requested if there is question about the water quality with regards to a malfunction of the TX water heater.

WARRANTY EXCLUSIONS:

- A) Production of noise, taste, odors, discoloration, or rusty water.
- B) Incidental property damage, loss of use, inconvenience, or other incidental or consequential costs.
- C) Costs associated with the replacement and/or repair of the unit, including:
 - a. Any freight, shipping, or delivery charges.
 - b. Any removal, installation, or re-installation charges.
 - c. Any material, and/or permits required for installation, re-installation. or repair.
 - d. Any charges to return the defective water heater and/or component to the manufacturer.

REPLACEMENT TANK - WARRANTY RESIDENTIAL, COMMERCIAL, OR INDUSTRIAL APPLICATION

For either a residential, commercial, or industrial application, the following applies to both when a replacement tank is provided for a tank found to be under warranty.

The replacement tank warranty assumes the remaining warranty period left from the original tank purchased.

- A) These warranties are void and shall not apply under the following circumstances:
 - 1. The TX water heater was not installed or repaired by a heating contractor whose principal occupation is the sale, installation, and repair of plumbing, heating, and/or air conditioning equipment.
 - 2. These warranties cannot be considered as a guarantee of workmanship of an installer connected with the installation of the TX water heater, or as imposing on Diversified Heat Transfer liability of any nature for unsatisfactory performance as result of faulty workmanship in the installation or repair which liability is expressly disclaimed.
 - 3. The failure or malfunction results from improper or negligent operation, abuse, misuse. or maintenance or unauthorized alteration.

Malfunctions resulting from or repairs necessitated by, uses of the indirect-fired water heater for purposes other than that for which it was designed, or resulting from flood, fire, or wind.

PROCEDURES FOR WARRANTY SERVICE REQUESTS

ANY CLAIM FOR WARRANTY ASSISTANCE MUST BE MADE IMMEDIATELY UPON FINDING THE ISSUE. TO FILE A CLAIM UNDER THESE WARRANTIES, CONTACT DIVERSIFIED HEAT TRANSFER, INC., AT THIS ADDRESS: 439 MAIN ROAD, TOWACO, NEW JERSEY 07082 OR CALL DIVERSIFIED HEAT TRANSFER AT (800) 221-1522 AND ASK FOR CUSTOMER SERVICE OR MANUFACTURER REP.

At the time a claim is filed, the original purchaser must present a copy of the original sales receipt, installation bill, proof of delivery, or equivalent documents evidencing both ownership of the TX Series indirect-fired water heater and installation in the dwelling or commercial property owned by the original purchaser.



WARRANTY COVERAGE QUESTIONS

If you have questions about the coverage of this warranty, please contact DHT at 439 Main Road, Towaco, New Jersey 07082, (800) 221-1522 and ask for customer service or manufacturer rep.

This warranty is to be governed by and construed in accordance with the laws of the State of New York without regard to the principles of conflict of laws.

DIVERSIFIED HEAT TRANSFER RESERVES THE RIGHT TO CHANGE SPECIFICATIONS OR DISCONTINUE MODELS WITHOUT NOTICE.

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