

# **PROTECH™**

## **ERV/HRV Product Limited Warranty**

### **SCOPE of LIMITED WARRANTY:**

Rheem Sales Company, Inc. (“Rheem”) warrants that the ERV and HRV products (the “Products”) will be free from defects in materials and workmanship during the Applicable Warranty Periods set forth below. If the Product fails in normal use and service within the Applicable Warranty Period due to a defective part, Rheem will, at its option, repair or replace the defective part. The replacement part will be warranted for only the unexpired portion of the original Applicable Warranty Period. If a part of the Product fails and an exact replacement is not available, Rheem will give you a credit in the amount of the cost of the defective part towards the purchase of a new Rheem product similar in function and features to your Product.

### **EFFECTIVE DATE of LIMITED WARRANTY COVERAGE:**

The Effective Date is the date of the Product’s first installation, if properly documented by you; otherwise it is the date of manufacture plus six (6) months.

### **APPLICABLE WARRANTY PERIODS for VARIOUS PARTS:**

All **parts** of the ERV and HRV products are warranted for an Applicable Warranty Period of Two Years after the Effective Date except the following:

The warranty does not extend to any Filter, Pre-filter (If Applicable) or Core Filters (If Applicable)

### **STANDARD PROVISIONS and CONDITIONS:**

**EXCLUSIONS - THIS LIMITED WARRANTY WILL NOT APPLY:** a) to damages, malfunctions or failures resulting from failure to properly install, operate or maintain the Product in accordance with the manufacturer’s instructions; b) to damages, malfunctions or failures resulting from abuse, accident, fire, flood and the like; c) to parts used in connection with normal maintenance, such as cleaning or replacing filters; d) to Products that are not installed in the United States of America or Canada; e) to Products that are not installed in accordance with applicable local codes, ordinances and good trade practices; f) to damages, malfunctions or failures caused by the use of any attachment, accessory or component not authorized by the manufacturer; g) to damages, malfunctions, or failures caused by misuse, accident, contaminated or corrosive atmosphere, vandalism, freight damages, fire, flood, freeze, lightening, acts of war, acts of God and the like; and h) any Product that has been sold to the consumer via the internet or auction website and has not be installed by a trained, qualified HVAC professional.

**SHIPPING COSTS:** This Limited Warranty does NOT cover shipping costs. You will be responsible for the cost of shipping warranty replacement parts from our factory to our distributor and from the distributor to the location of your product. You also are responsible for any shipping cost (including costs of shipment to ports of entry into the continental United States if you are shipping from Alaska, Hawaii, or Canada) of returning the failed part to the distributor, and for incidental costs incurred locally, including handling charges.

**LABOR COSTS:** This Limited Warranty does NOT cover any labor expenses for service, OR for removing or reinstalling parts. All such expenses are your responsibility, unless a labor service agreement exists between you and your contractor.

**HOW TO OBTAIN WARRANTY CLAIMS ASSISTANCE:** You must promptly report any failure covered by this Limited Warranty to the installing contractor or distributor. Normally, the installing contractor from whom the unit was purchased will be able to take the necessary corrective action by obtaining through his distributor any replacement parts. If the contractor is not available, simply contact any other local contractor handling RHEEM, RUUD or PROTECH air conditioning products. The name and location of a local contractor can usually be found in your telephone directory or by contacting a RHEEM, RUUD or PROTECH air conditioning distributor. If necessary, the following office can advise you of the nearest distributor:

4744 Island Ford Road, Randleman, NC 27317  
1-336-495-6800

*HOWEVER, ANY REPLACEMENTS ARE MADE SUBJECT TO VALIDATION BY RHEEM OF IN-WARRANTY COVERAGE.* Any part to be replaced must be made available in exchange for the replacement.

**EXCLUSIVE WARRANTY - LIMITATION OF LIABILITY:** This Limited Warranty is the ONLY warranty for the Product given by Rheem. No one is authorized to make any warranties on Rheem's behalf. ANY IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL NOT EXTEND BEYOND THE APPLICABLE WARRANTY PERIODS SPECIFIED ABOVE. RHEEM'S SOLE LIABILITY WITH RESPECT TO DEFECTIVE PARTS OR FAILURES SHALL BE AS SET FORTH IN THIS LIMITED WARRANTY, AND ANY CLAIMS FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARE EXPRESSLY EXCLUDED. Some states do not allow limitations on how long an implied warranty lasts, or for the exclusion of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

RHEEM SALES COMPANY, INC.  
Randleman, NC

*"In the spirit of continuous improvement, we reserve the right to make changes without notice."*