

WHO THE WARRANTY COVERS

This warranty covers the original end user / purchaser (the "Owner") of the Viessmann Vitocell 100-V CVWC Enameled Steel Indirect-Fired Water Heater Tank (the "Tank"), purchased and installed in the United States of America, or Canada on or after April 1, 2024, subject to the terms of this Warranty. The expressed warranty is for the original installation site only.

WHEN WARRANTY COVERAGE BEGINS

Warranty Coverage begins on the Date of Installation, or the date of shipment from Viessmann facility in the event of a dispute between Owner and Viessmann as to the Date of Installation.

TERMS AND CONDITIONS OF THE WARRANTY

This warranty provides legal rights. You may have other rights which vary from State to State in the United States of America, or Province to Province or Territory to Territory in Canada. The specific rights are conditional upon the following:

- 1) Proper installation of the Tank in accordance with all applicable regulations, industry standards, and Viessmann instructions / manuals.
- 2) Installation by a mechanical contractor or installer whose principal occupation is the sale and installation of heating, plumbing, and/or air conditioning equipment and who is properly licensed under all relevant or applicable laws of the local jurisdiction in which the Tank is installed (the "Contractor").
- 3) Proper operation and maintenance of the Tank by a Contractor in accordance with the Tank manuals.
- 4) Original and continuous installation and use of the Tank by Owner within the United States, or Canada.
- 5) Performance of warranted part replacements or repairs or service by a Contractor.

WHAT THE WARRANTY COVERS

If the Tank is installed, operated, serviced, and maintained in accordance with all its manuals, in the event of a defect in materials or manufacturing workmanship, Viessmann will repair or replace the defective pressure vessel or part covered under this Warranty during the respective Warranty Period(s) below from the Date of Installation.

LIMITED TWO (2) YEAR WARRANTY

Viessmann warrants that the Tank insulation jacket (where applicable) and other accessories designated by Viessmann as standard equipment shall be free of defects in material and workmanship for **TWO (2) YEARS** from the Date of Installation.

Covered parts and accessories provided with the Tank by Viessmann are warranted for **TWO (2) YEARS**. Replacement or repaired parts provided under this Warranty are warranted for the applicable unexpired period of this warranty.

LIMITED TEN (10) YEAR WARRANTY FOR HEAT EXCHANGER COIL AND TANK

Viessmann warrants that the coil, heat exchanger, and storage tank shall be free of defects in materials and workmanship for a period of **TEN (10) YEARS** calculated from the Date of Installation.

A coil, heat exchanger, or storage tank replaced or repaired under this Warranty shall continue to be warranted for the applicable unexpired period of this Warranty.

REDUCTION OF LIMITED TEN (10) YEAR WARRANTY FOR HEAT EXCHANGER COIL AND TANK

The **LIMITED TEN (10) YEAR WARRANTY FOR HEAT EXCHANGER COIL AND TANK** shall be reduced to a **LIMITED FIVE (5) YEAR WARRANTY FOR HEAT EXCHANGER COIL AND TANK**, calculated from the Date of Installation, under the following circumstances:

- 1) If the primary use, or converted use, of the premise is at least two-family residential use; multi-family residential use, non-residential use, or mixed residential and non-residential use. In the event of converted use, the Reduction of Limited Ten (10) Year Warranty shall take effect immediately upon conversion of use without further notice.
- 2) If the primary use, or converted use, of the premise is a business, partnership, unincorporated association, corporation, residential rental property, or in a commercial, industrial, or institutional environment and/or application.

Summary of Warranty Coverage

The below summary is subject to all Terms and Conditions found within this Warranty.

| Standard and Limited Warranty Periods | Years of Coverage | What is covered | Viessmann Warranty Coverage |
|------------------------------------------------------------|-------------------|-------------------------------|-----------------------------|
| Limited 10 Year Warranty for Heat Exchanger Coil, and Tank | 0-10 | Heat Exchanger Coil, and Tank | 100% |
| Limited 5 Year Warranty for Heat Exchanger Coil, and Tank | 0-5 | Heat Exchanger Coil, and Tank | 100% |
| Limited 2 Year Parts and Accessories Warranty | 0-2 | Covered Parts and Accessories | 100% |

WHAT THE WARRANTY DOES NOT COVER

This Warranty excludes the following:

- 1) Wear and tear or consumption parts including, but not limited to, gaskets, etc.
- 2) Damages of any nature or kind whatsoever for unsatisfactory performance caused by improper installation, unsuitable or improper use/operation of the Tank, incorrect start-up by any party whatsoever, incorrect or careless handling, improper control adjustment or control strategy.
- 3) Disregarding any or all instructions in any of the manuals supplied with the Tank; Improper or careless handling or storage of the Tank, alteration of the Tank, or the use of unauthorized replacement parts.
- 4) Contractor workmanship, or repairs / replacement parts due to poor workmanship of the Contractor.
- 5) Components / parts not furnished by Viessmann.
- 6) Damage caused by improper care or maintenance of the Tank or failure to inspect and maintain/service the Tank in accordance with its manuals.
- 7) Damage to the tank or its original parts caused by excessive temperatures or pressures, operation of a Tank without a properly sized, operational pressure and temperature relief valve, fuel or gas explosion, electrical, chemical or electrochemical reaction, water and air impurities (including scale and sediment deposits), unsuitable water conditions, water treatment chemicals, sulfur or sulfuric acid reaction, improper installation of the electrical anode, electrical failures, insurrection, riots, or acts of God, and situating the Tank in an unsuitable location, or continuing use of the Tank after onset of a malfunction or discovery of a defect.
- 8) Any type of water conditioning system in the building in which the Tank is located that is not maintained to Viessmann specifications and therefore affecting water quality and the Tank.
- 9) Installation of the Tank in a system with insufficient freeze protection according to local climate conditions and design characteristics.
- 10) Damage to the tank that is a result of field supplied additives or chemicals introduced to the system/tank.

OWNER'S RESPONSIBILITIES:

The Owner is responsible for:

- 1) All labor costs, transportation / shipping / handling / delivery costs, costs associated with examination, gaining or repairing access to the Tank or its components, or any other costs associated with repair or replacement under this warranty.
- 2) Selecting a qualified Contractor.
- 3) Following all instructions enclosed with the Tank.
- 4) Retaining proof of installation, service and maintenance records.
- 5) Contacting a Contractor, or the business you purchased the Tank from, when a problem is detected.

LIMITATIONS

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, AND IS THE SOLE AND EXCLUSIVE REMEDY OF THE OWNER. ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY AND EXPRESSLY DISCLAIMED. ANY SUCH WARRANTY IMPOSED BY LAW IS LIMITED TO THE WARRANTY PERIODS CONTAINED WITHIN THIS WARRANTY. NO WARRANTY ARISING OUT OF USAGE, CUSTOM, COURSE OF DEALING OR COURSE OF PERFORMANCE IS GIVEN BY VISSMANN OR SHALL ARISE IN CONNECTION WITH THIS WARRANTY. Some States or Provinces/Territories do not allow limitations on how long an implied warranty lasts, so the above limitation may vary by State or Province/Territory.

VISSMANN SHALL NOT BE RESPONSIBLE FOR ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF USE OR LOST PROFITS). THE MAXIMUM CUMULATIVE LIABILITY OF VISSMANN SHALL NOT EXCEED THE PURCHASE PRICE THE OWNER PAID FOR THE TANK. Some States and / or Provinces/Territories do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

TRANSFER AND ASSIGNABILITY

An Owner may Transfer and Assign this Warranty to a new Owner, subject to the following conditions: the new Owner is subject to all Terms and Conditions, requirements, exclusions, and any and all tenets of this Warranty. The duration of the assigned or transferred warranty will be the unexpired term remaining in the Warranty Period(s).

APPLICABLE LAW AND DISPUTE RESOLUTION

This warranty shall be construed in accordance with the laws of the State of Rhode Island in the United States, and the Province of Ontario in Canada, respectively, based on where the Tank is purchased and installed. All disputes arising from this warranty shall be brought before a court of appropriate jurisdiction, Owner and Viessmann waiving any objections to venue in, the exercise of jurisdiction by the appropriate courts of the State of Rhode Island or the Province of Ontario, respectively. IN THE UNITED STATES, BOTH OWNER AND VISSMANN WAIVE TRIAL BY JURY WITH RESPECT TO ANY SUIT OR ACTION ARISING OUT OF OR CONCERNING THIS WARRANTY.

HOW TO MAKE A WARRANTY CLAIM

For Warranty service, contact a Contractor. If this does not result in Warranty service, contact Viessmann directly at the appropriate address below:

Canada

Viessmann Manufacturing Company ULC
750 McMurray Road
Waterloo, Ontario N2V 2G5
Canada
Telephone: (800) 387-7373
Facsimile: (519) 885-0887
E-mail: returns@viessmann.ca
www.viessmann.ca

United States of America

Viessmann Manufacturing Co. (U.S.), Inc.
45 Access Road
Warwick, RI 02886
USA
Telephone: (401) 732-0667
Facsimile: (401) 732-0590
E-mail: warranty@viessmann.com
www.viessmann-us.com