



# HAWS® LIMITED WARRANTY

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HAWS warrants that all of its products are guaranteed against defective material or poor workmanship for a period of **one year from the date of shipment**. The foregoing notwithstanding, *HAWS* warrants certain specific products or components thereof for an adjusted period. A list of these excepted products and components and a description of their respective warranty terms may be found here: [www.hawesco.com/warranty](http://www.hawesco.com/warranty). *HAWS*' liability under this warranty shall be discharged by furnishing without charge F.O.B. *HAWS* factory any goods, or part thereof, which shall appear to the Company upon inspection to be of defective material or not of first-class workmanship, provided that a claim is made in writing to Company within a reasonable period after receipt of the product. Where claims for defects are made, the defective part or parts shall be delivered to the Company, prepaid, for inspection. *HAWS* shall not be liable for the cost of repairs, alterations or replacements, or the labor required to implement them, or for any expense connected therewith made by the owner or owner's agents, except upon written authority from *HAWS*. *HAWS* shall not be liable for any damages caused by defective materials or poor workmanship, except for replacements, as provided above. Buyer agrees that *HAWS* has made no other warranties either express or implied in addition to those above stated, except that of title with respect to any of the products or equipment sold hereunder and that *HAWS* shall not be liable for general, special, incidental, or consequential damages claimed to arise under the contract of sale.

Equipment manufactured by *HAWS* is warranted to function if installation and maintenance instructions provided are adhered to. The units also must be used for the purpose for which they were intended. Any *HAWS* emergency equipment is intended to supplement first-aid treatment. Due to widely varying conditions, *HAWS* cannot guarantee that the use of this emergency equipment will prevent serious injury or the aggravation of existing or prior injuries.

**EXCEPT AS EXPRESSLY STATED HEREIN, HAWS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY MAY NOT BE MODIFIED OR EXTENDED WITHOUT THE WRITTEN CONSENT OF HAWS. REMEDIES AND REPLACEMENTS STATED HEREIN ARE EXCLUSIVE. IN NO EVENT SHALL HAWS BE LIABLE FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES TO ANY PERSON INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF USE OR PROFITS, SUBSTITUTE PRODUCTS OR COSTS, PROPERTY DAMAGE, OR OTHER MONETARY LOSS.**

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### STANDARD LIMITED WARRANTY EXCEPTIONS

The terms contained in *HAWS'* standard limited warranty (found here: [www.hawSCO.com/warranty](http://www.hawSCO.com/warranty)) shall apply in their entirety to the models and components listed herein, with the exceptions specified below.

#### **2000, 2000S, 2000SN, 2000SM, 2000SMS, 2000SMS, 2010, & 2010SM Bottle Fillers:**

*HAWS* warrants these products against defective materials or poor workmanship for a period of **three years from the date of shipment**.

#### **9201E, 9201EFE, 9201EW, 9201H, 9202E, TWBS.EW, TWBS.EWE, TWBS.HF, & TWBS.SHE Thermostatic Mixing Valves:**

*HAWS* warrants these products against defective materials or poor workmanship for a period of **three years from the date of shipment**.

#### **9321, 9326, 9327 & TWBS.EW.H Instantaneous Heaters:**

Subject to the terms and conditions set forth in this limited warranty, each *HAWS* Tankless Water Heater is warranted to the original owner ("Owner") against (i) mechanical or electrical failure of any component solely due to defects in materials or Manufacturer's workmanship for a period of **one year from the date of original purchase** and (ii) leaks solely due to defects in materials or Manufacturer's workmanship for the later of (x) five years from the date of original purchase or (y) the date of Owner's occupancy of a new dwelling in which the *HAWS* Tankless Water Heater is installed. However, if Owner cannot document the original date of purchase with the original sales receipt, then the limited warranty period begins on the date the *HAWS* Tankless Water Heater was manufactured. As Owner's sole and exclusive remedy, Manufacturer shall, at Manufacturer's sole election, either repair or replace the *HAWS* Tankless Water Heater or the defective portion of such product. Manufacturer is not liable for any costs incurred by Owner, including, without limitation, the cost of any labor. Manufacturer's maximum liability is limited to the value of the water heater. This limited warranty shall be governed by the laws of the United States.

#### **Exclusions of Coverage from this Limited Warranty:**

1. Manufacturer is not liable for any water damage or other damages arising, directly or indirectly, from any defect in the *HAWS* Tankless Water Heater component part(s) or from its use.
2. Manufacturer is not liable under this limited warranty or otherwise if:
  - a. The water heater or any of its component parts have been subject to misuse, alteration, neglect or accident; or
  - b. The water heater has not been installed in accordance with the applicable local plumbing and/or building code(s) and/or regulation(s);or

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### **Exclusions of Coverage from this Limited Warranty** *(continued)*

- c. The water heater has not been installed or maintained in accordance with Manufacturer's printed instructions, or installed with improper orientation, improper fastening, improper use of pipe dope/plumbers putty or with the use of any non Manufacturer approved sealant; or
  - d. The water heater has not been continuously supplied with potable water or the water's inlet temperature is above Manufacturer's recommended maximum temperature; or
  - e. The water heater experiences any water pressure or flow interruptions, normal inlet water pressure is outside of the published specification for the heater; is exposed to any condition that causes the heater to turn on before the air is purged from the heater also known as dry fire; or
  - f. The water heater has been exposed to conditions resulting from floods, earthquakes, winds, fire, freezing, lightning, or circumstances beyond the Manufacturer's control; or
  - g. The water heater has been removed from its original installation location; or
  - h. The water heater has been used for other than the intended purpose.
3. Owner, and not Manufacturer or its agent/representative, is liable for and shall pay for all field charges for labor or other expenses incurred in the removal and/or repair of the water heater or any expense incurred by Owner in order to repair the water heater.

Subject to the terms and conditions set forth in this limited warranty, if the HAWS Tankless Water Heater fails or leaks because of defects in materials or Manufacturer's workmanship during the applicable warranty period set forth above, Owner should contact Manufacturer for a Returned Merchandise Authorization (RMA). No returns will be accepted by Manufacturer without an RMA number and Manufacturer assumes no responsibility for a water heater returned without an RMA number. Water heaters should be wrapped and packaged securely to avoid shipping damage. All shipments of parts from the Manufacturer to the Owner to replace defective components shall be made via normal ground transportation. If expedited shipment is required, it will be provided at Owner's additional cost.

### **9400 & 9400LPS Steam Heaters:**

HAWS warrants these products against defective materials or poor workmanship for a period of **two years from the date of shipment**.

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**HCR8 & HCR8.50 Remote Chillers, and 1201S, 1201SF, 1201SFH, 1202S, 1202SF, 1202SFH, 1210S, 1210SF, 1211S, 1211SF, 1211SH, 1211SFH, 1212S, 1212SF, 1212SH, & 1212SFH Electric Water Coolers:**

**1. TIME BASED WARRANTY FOR AUTHORIZED RESELLERS AND INITIAL PURCHASERS.** *Haws* Corporation (“**Haws**”) warrants that every cooler and bottle filling station will be free from material defects in materials and workmanship under normal use for one (1) year from the date of installation or if earlier, eighteen (18) months from date of shipment from *Haws*’ factory. *Haws* warrants that the compressor and hermetically-sealed refrigeration system, which includes cooling coils and tank assembly, insofar as either is part of the hermetically-sealed refrigeration system, will be free from material defects in materials and workmanship under normal use for an additional four (4) years from the end of the initial time period described in the first sentence of this paragraph. (This warranty for years 2 through 5 is pro-rated for the remaining replacement value based on the portion of the warranty period expired). The warranties set forth in this paragraph are collectively referred to herein as the “**Limited Warranty**.” This Limited Warranty applies only to coolers and bottle filling stations purchased by (i) authorized resellers of *Haws*’ products, and (ii) the initial purchaser (first owner) who purchases the product other than for resale.

**2. WARRANTY VOID.** The products must be installed and operated in accordance with *Haws*’ written instructions included with each unit, or the Limited Warranty will be null and void. The products are designed to operate on 30 - 90 psi (207 – 620 kPa) flowing inlet pressure. Depending on water temperature and flowing inlet pressure for bi-level water coolers, ADA-compliant bubbler stream heights are not guaranteed when both bubblers are activated simultaneously. Where products are found by *Haws* to have been subjected to negligence, recklessness, accident, alteration, abuse, carelessness, misuse, misapplications, corrosive type atmospheres, unsuitable environments, faulty installation, or abnormal use, this Limited Warranty will be null and void.

**3. RESPONSIBILITIES.** The owner is responsible for any repairs or maintenance not covered by this Limited Warranty, including service for issues that not warranted hereunder. The owner must deliver written notice to *Haws* of any imperfections at the time of installation without delay. *Haws*’ obligations under this Limited Warranty are limited to labor and parts to repair or replace any part which is expressly covered by this Limited Warranty at its factory repair department, when the product is in the United States or Canada. The Limited Warranty applicable to any replacement unit shall not extend beyond the warranty period of the original unit (e.g., if a replacement cooler is installed 8 months after installation of the original cooler, the replacement cooler will be warranted for 4 months from installation). *Haws*’ duty also includes costs of outbound freight (but not express freight) of the part or parts from the factory repair department, but only if the part or parts, and the purported defect or defects, are covered by this Limited Warranty, in *Haws*’ sole discretion. When the product is located outside the United States and Canada, *Haws*’ obligation under this Limited Warranty includes only providing a replacement for any part expressly covered by this Limited Warranty which is found to be defective by *Haws* or its agent but does not include any obligation to provide labor or to pay labor costs incurred in connection with the replacement. *Haws*’ duties also include cost of outbound freight (but not express freight) of the part or parts from the factory repair department to (but not beyond) the port in the United States from which

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the part or parts are shipped to the final destination, but only if the part or parts, and the purported defect or defects, are covered by this Limited Warranty, in *Haws'* sole discretion. To obtain warranty service, Owner must call the factory. For the nearest Manufacturer factory, call (800) 766-5612 5612 or e-mail customerservice@hawsco.com.

**4. EXCLUSIONS.** This Limited Warranty does not include the costs of any labor for normal maintenance including adjustments such as water stream quality, water temperature or energy savings mode. The water system and laminar flow inserts are not covered by this Limited Warranty if *Haws* determines that they have become inoperative due to liming, sand or similar residue or decomposition. This Limited Warranty is voided if repairs are made by any unauthorized party or the serial number data plate is removed or has been modified from its original state. Normal deterioration of finish caused by ordinary wear and tear, corrosion, or exposure is not covered by this Limited Warranty. *Haws* is not responsible for any repairs whatsoever to walls on which the coolers and bottle filling stations are installed. If inlet pressure is above 90 psi (620 kPa), a pressure regulator must be installed in the supply line to preserve this Limited Warranty. Any damage caused by connecting the water cooler and bottle filling stations to supply line pressures lower than 30 psi (207 kPa) or higher than 90 psi (620 kPa) is not covered by this Limited Warranty. If the coolers or water filling stations, as applicable, are altered, modified, or combined with any other machine or device this Limited Warranty is null and void.

**Caution: alteration or modification of the coolers and/or water filling stations may cause serious flooding and/or hazardous electrical shock or fire.**

**5. LICENSE.** If the water cooler or bottle filling station includes embedded software, the owner and those using the product are granted a limited, restricted, non-exclusive, non-transferable, non-sublicensable license to use such embedded software solely for the operation of the product in owner's business and not for any commercial purpose. *Haws* retains title to the embedded software and all intellectual property rights therein and in any derivatives thereof. The owner and those using the product shall not remove or alter notices, legends or trademarks contained in the embedded software, nor shall they translate, reverse engineer, decompile or disassemble the embedded software except to the extent applicable law specifically prohibits this restriction. Any use of such embedded software not contemplated herein will void this Limited Warranty. The embedded software is provided "as is" and no warranty is provided by *Haws*. *Haws* will provide further information concerning this license upon request sent to the address set forth herein.

### **Models Protected by a Purchased Extended Warranty**

If an extended warranty is purchased for any *HAWS* product, the terms will be specified in the invoice or the order contract.

