

# Limited Commercial Gas Tankless Water Heater Warranty

1. The manufacturer warrants this product against defects in materials or workmanship as described in this document if installed within the United States. The manufacturer or its authorized Service Representative will, at its sole discretion, repair or replace any failed or defective mechanical or electrical parts, or components thereof, or, if the manufacturer or its authorized Service Representative cannot replace said parts, and repair is not commercially practicable, the manufacturer or its authorized Service Representative will refund the manufacturer's allowable amount. This amount does not include installation, shipping, increases related to governing bodies to meet efficiency or other requirements, and any other fees. The manufacturer may, at its sole discretion, use new, refurbished, or reconditioned parts. The replacement components or product will be warranted only for the unexpired portion of the original component's applicable warranty period. Payment for labor in completing the warranty service is subject to prior written approval and shall be subject to manufacturer's schedule of approved labor allowances. This Limited Warranty coverage extends to the original purchaser and subsequent owners, but only while the product remains at the site of the original installation and terminates if the product is moved or reinstalled at a new location. The Limited Warranty Period begins from the date of original installation. Proof of original installation date must be provided upon request. If proof of installation cannot be provided, the Limited Warranty Period will begin 60 days after the date of manufacture.

2. Warranty for the following models:

ACTH-199M

Application Type	Heat Exchanger	Parts	Labor <sup>(1)</sup>
Commercial (or Centralized Multi-Family Domestic Hot Water) <sup>(2)(3)</sup>	8	5	1

(1) Limited Labor Coverage

- The manufacturer will provide for reasonable labor charges associated with warranty repairs or replacements within one (1) year from the date of retrofit or replacement installation. Reasonable labor charges shall be determined at the sole discretion of the manufacturer and paid directly to the Service Representative or licensed plumbing professional.
- Warranty service must be performed by an authorized Service Representative. A list of authorized Service Representatives is available upon request.
- All warranty claims and warranty service must be authorized and approved by the manufacturer.

(2) Includes recirculation and storage tank applications with proper circulation pump control (e.g. aquastat and/or timer).

(3) Lack of a proper pump control will reduce the heat exchanger and parts warranty to 3 years.

3. General terms of limited warranty:

This limited warranty gives you specific legal rights, and you may also have other rights which vary from State to State. The manufacturer will honor the warranty at the original location only, within the United States.

**THIS WARRANTY COVERS ONLY FAILED MECHANICAL AND ELECTRICAL PARTS DUE TO FACTORY DEFECTS UNDER NORMAL USAGE FOR THE PRODUCT'S INTENDED PURPOSES AND WITHIN THE APPLICABLE PERIOD SPECIFIED IN THE TABLE ABOVE. ONLY DIRECT DAMAGES SHALL BE RECOVERABLE BY A CLAIMANT UNDER THIS LIMITED WARRANTY AND, IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT LIABILITY (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR OTHERWISE WILL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR INDIRECT CONSEQUENTIAL DAMAGES INCLUDING PROPERTY DAMAGE, PERSONAL DAMAGES, LOSS OF USE, OR INCONVENIENCE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

4. Limitation on Duration of Implied Warranties:

**ANY IMPLIED WARRANTIES ARISING UNDER STATE LAW, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, SHALL IN NO EVENT EXTEND PAST THE EXPIRATION OF ANY WARRANTY PERIOD HEREUNDER. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES SO THIS EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.**

5. THIS WARRANTY WILL NOT COVER THE FOLLOWING:

- Any product that is not installed by a licensed plumber, gas installer, or contractor.
- Damages due to accidents, abuse, misuse, improper installation, misapplication, or incorrect sizing.
- Damages due to fires, flooding, freezing, electrical surges, or any Acts of God.
- Damages due to unauthorized alterations, attachments, and/or repairs.
- Damages due to a lack of maintenance, including but not limited to water filter, water treatment system, vent blockage, scale or other mineral/sediment buildup.
  - Excluding M models (those equipped with the Bypass Manifold from the factory or with an add-on X3 cartridge sold separately), units manufactured with integrated X3 Technology (X3 models from the factory) are eligible for warranty coverage of the heat exchanger for 15 years if failure results due to excessive scale or mineral accumulation.
- Damages caused by failure to install, operate or maintain in accordance with the printed instructions accompanying the unit.
- Any product installed in an improper environment (e.g., corrosive, dusty, chemically contaminated, excessive lint, etc.).
- Freeze damage that occurs without taking proper preventive measures as described in the installation manual.

- Condensate damage due to improperly installed or lack of a condensate trap (drain).
  - Any product not installed in compliance with all applicable local codes, ordinances, and good trade practices.
  - Any product sold to or installed in areas outside of the fifty states (and the District of Columbia) of the United States of America.
  - Any failures that are not due to defects in materials or workmanship (mechanical and/or electrical parts).
  - Damages due to improper installation, including but not limited to the following:
    - Gas: incorrect gas pipe sizing, incorrect gas meter sizing, incorrect gas type, and/or gas pressures that fall outside the product's specified range.
    - Water: incorrect water pipe sizing, water pressures that fall outside the product's specified range, recirculation flow rates that fall outside the product's specified range (air removal), and/or lack of proper methods of air removal in a closed-loop, circulation system. (See installation manual for details.)
    - Electric: supply power voltages that fall outside the product's specified range.
  - Damages due to water quality, including but not limited to the following:
    - Introduction of liquids other than potable water into the product.
    - Introduction of pool water, spa water, or any chemically treated water into the product.
    - Introduction of untreated or poorly treated well water into the product.
    - Introduction of water with pH levels less than 6.5 and greater than 8.5 into the product.
    - Introduction of water with iron greater than 0.3 mg/L and/or manganese greater than 0.05 mg/L.
    - Damage caused as a result of a heater installed in an application not approved in the water heater installation manual.
- This commercial gas tankless water heater is approved for combination potable domestic water and hydronic heating.

**CLAIM PROCEDURE**

Any claim under this warranty should be initiated with the dealer who sold the heater, or with any other dealer handling the warrantor's products. If this is not practical, the owner should contact:

A. O. Smith Water Heaters  
 500 Tennessee Waltz Parkway  
 Ashland City, TN 37015  
 Phone: 1-877-737-2840  
 or visit our website:  
[www.hotwater.com](http://www.hotwater.com)

Replacement Parts may be ordered through authorized services or distributors. Refer to your local Yellow Pages for where to call or contact:

A. O. Smith Water Heater Parts Fulfillment  
 125 Southeast Parkway  
 Franklin, TN 37068  
 Phone: 1-800-433-2545

The warrantor will only honor replacement with identical or similar water heater or parts thereof which are manufactured or distributed by the warrantor.

Dealer replacements are made subject to in-warranty validation by the warrantor.

**IMPORTANT INFORMATION**

Model Number \_\_\_\_\_

Serial Number \_\_\_\_\_

**INSTALLATION INFORMATION**

Date Installed \_\_\_\_\_

Company's Name \_\_\_\_\_

Street or P.O. Box \_\_\_\_\_

City, State, and Zip Code \_\_\_\_\_

\_\_\_\_\_

Phone Number \_\_\_\_\_

Plumber's Name \_\_\_\_\_