

Grand Hall Limited Warranty



Grand Hall USA, Inc. 3838 West Miller Road Garland, Texas 75041 TEL 866 946 1096 FAX 972 279 8440 www.eternalwaterheater.com

General Terms of Limited Warranty for Product

Grand Hall will warrant to the purchaser of this gas water heater at the ORIGINAL INSTALLED LOCATION that it will be free of defects in material, workmanship and performance when used with Potable Water* and when installed and used in strict compliance with Grand Hall's specifications, for the applicable period shown in Warranty Periods below. *See **DEFINITIONS** below.

Warranty Exclusions

This product warranty does not apply in the event of product failure or operating difficulties due to accident, abuse, misuse, alteration, Misapplication,* Improper Installation,* vandalism, lack of maintenance or service, and Acts of God. See the ***Installation Operation Manual ("Manual")*** for additional details. This warranty does not apply in the event of deterioration or damage due to severe weather or exposure to chemicals, either directly or in the atmosphere. *See **DEFINITIONS** below.

This warranty applies only if the water heater is installed by a licensed contractor. This warranty does not apply if the water heater is purchased over the internet. This warranty does not apply if the water heater is re-installed to a location other than the original installed location.

Environmental conditions outside of normal product specifications such as gas pressure, water quality, piping materials, pump sizing, wind level, and operating noise complaints are not covered by this warranty. See the ***Manual*** for additional details.

Exclusive Remedy

Your exclusive remedy for any defective product is limited to the repair or replacement, at Grand Hall's option, of the product that proved to be defective under normal use utilizing potable water.

Proof of Purchase

Grand Hall will require reasonable proof of your purchase. Save your dated receipt in case it is required as proof of purchase. You may also show proof of purchase by registering within 30 days of purchasing the product at www.eternalwaterheater.com. Registration constitutes proof of purchase, but registration is not required in order to validate this warranty.

Limitation of Damages

Grand Hall's entire liability for any defective product shall in no event exceed the purchase price for the defective product. This limitation applies even if Grand Hall cannot or does not repair or replace any defective product and your exclusive remedy fails of its intended purpose.

No Consequential or Other Damages

Notwithstanding anything else in this warranty or otherwise, Grand Hall will not be liable with respect to the product under any legal theory, including without limitation contract, negligence, strict liability or other legal or equitable theory (i) for any amount in excess of the purchase price for the defective product, or (ii) for any general, consequential, punitive, incidental or special damages. These include damages from interruption of use, lost profits, the cost of the installation or removal of any products, the cost of installation of replacement products, and any costs of inspection, testing, or redesign caused by any defect, or caused by the repair or replacement of other products arising from a defect in any this product. This section does not limit liability for bodily injury of a person. **In the United States, some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.**

Limitation on Implied Warranties

There are no warranties which extend beyond the face of this Grand Hall Limited Warranty. Grand Hall disclaims all other warranties expressed or implied, regarding the product, including any implied warranties of merchantability, fitness for a particular purpose or non-infringement. **In the United States, some states do not allow the exclusion of the implied warranties so the above exclusion may not apply to you. Some states do not allow limitations on how long an implied warranty lasts, so any such limitation may not apply to you.**

For additional warranty details, including procedures for obtaining warranty service, please consult the ***Warranty Service Policy***.