

Element

Limited Warranty for Element Q

General

Watts Heating and Hot Water Solutions LLC dba Lync by Watts (the "Company") warrants its Element products to be free from defects in material and workmanship under normal usage for the warranty periods set forth herein. In the event of a covered defect within the applicable warranty period, the Company will, at its option, replace or recondition the defective product without charge.

This Limited Warranty is effective as of the date of start-up by a Company-authorized representative or contractor, or six (6) months from the date of original shipment, whichever occurs first (the "Warranty Start Date"). References in this Limited Warranty to the date of installation are based on the date stated on the start-up form included in the Installation, Operation, and Maintenance Manual (IOM). Start-up forms must be completed and returned to the Company within sixty (60) days of date of purchase in order to activate this Limited Warranty.

Installation and operation must comply with all applicable federal, state, and local regulations, and must be in accordance with applicable instructions and limitations contained in the IOM for the product. Normal maintenance and repair must be performed by the owner.

THE LIMITED WARRANTY SET FORTH HEREIN IS GIVEN EXPRESSLY AND IS THE ONLY WARRANTY GIVEN BY THE COMPANY WITH RESPECT TO THE PRODUCT. THE COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. THE COMPANY HEREBY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

The remedy described in this Limited Warranty shall constitute the sole and exclusive remedy for breach of warranty, and the Company shall not be responsible for any incidental, special or consequential damages, including without limitation, lost profits or the cost of repairing or replacing other property which is damaged if the applicable product does not work properly, other costs resulting from labor charges, delays, vandalism, negligence, fouling caused by foreign material, damage from adverse water conditions, chemical, or any other circumstances over which the Company has no control. This Limited Warranty shall be invalidated by any abuse, misuse, misapplication, improper installation or improper maintenance or alteration of the product.

Some States do not allow limitations on how long an implied warranty lasts, and some States do not allow the exclusion or limitation of incidental or consequential damages. Therefore, the above limitations may not apply to you. This Limited Warranty gives you specific legal rights, and you may have other rights that vary from State to State. You should consult applicable state laws to determine your rights. **SO FAR AS IS CONSISTENT WITH APPLICABLE STATE LAW, ANY IMPLIED WARRANTIES THAT MAY NOT BE DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO ONE YEAR FROM THE DATE OF ORIGINAL SHIPMENT.** The Company reserves the right to make changes or substitutions in parts or equipment with material of equal quality or value and of then current production. Replacement components and/or media will be delivered to the owner F.O.B. nearest factory, at no cost, excluding freight and local labor charges, if any.

This Limited Warranty does not cover or is voided by:

1. any product, components or parts not manufactured by the Company,
2. faulty or improper installation or unsuitable installation environment,

3. failure to follow instructions or warnings,
4. problems caused by unauthorized attachments, modification, repairs or parts, including the use of unauthorized or inappropriate replacement parts
5. negligence or vandalism
6. problems due to foreign material, adverse or improper water conditions, chemicals, contamination, improper pH, water treatment activities or products, mineral deposits, or decomposition by galvanic action
7. shipping defects or damage due to equipment shipping or placement
8. normal wear and tear
9. any abuse, misuse, unintended use, failure to maintain or inspect
10. modifications made to the product without the knowledge and consent of the Company
11. any circumstances over which the Company has no control.

Any component failure must not result from abuse, fire, freezing or other acts of nature, violence, or improper installation.

In no event shall the Company's liability on any claim for damages arising out of or connected with the sales contract or the manufacture, sale, delivery, or use of the goods exceed the purchase price of the goods. All legal actions for breach of this Limited Warranty, or the terms and conditions of the contract for sale of the product, must be commenced on or before the expiration of one year from the date of such breach. Otherwise, such action shall be considered barred by a period of limitations established by agreement. **IN NO EVENT SHALL THE COMPANY'S LIABILITY EXCEED AN AMOUNT EQUAL TO THE SALES PRICE OF THE PRODUCT.**

Heater Pressure Vessel

Tank and Heating Surfaces

For the applicable warranty period listed below, this Limited Warranty covers defects in materials or workmanship of the tank and/or heating surfaces that result in any of the following:

- Production of Rusty or Discolored Domestic Water
- Leaking
- Chloride Stress Corrosion Cracking
- Leaking due to Fireside Condensate Corrosion

This Limited Warranty does not cover failure resulting from the accumulation of precipitant inside the vessel. This Limited Warranty does covers tanks and heaters only when used for heating or storing potable water for domestic water heating purposes. Use for non-domestic (process) applications or for non-potable or high-purity water is not covered. Potable water is defined as complying with the U.S. EPA primary drinking water regulations and secondary drinking water standards with the exception that the routine maintenance level of free (residual) chlorine must be ≤ 1.0 ppm. No labor or freight will be authorized or paid, except as provided under the [First Year Limited Service Policy below](#).

The warranty period shall run for a period of **ten (10) years** beginning on the Warranty Start Date. In addition, for a **five (5) year** period following the end of the warranty period, the Company will offer to sell the owner a new water heater of the then-current equivalent model. The cost to the owner for the replacement water heater will be the list price for such replacement product multiplied by a fraction, the numerator of which is equal to the number of months elapsed since the Warranty Start Date, and the denominator of which is equal to one hundred and eighty (180).

Electronics

The Company warrants the internal electronics when used as intended and instructed **for one (1) year** from the Warranty Start Date. Electronics are limited to the touchscreen display, industrial PC, input/output printed circuit boards, battery, temperature sensors, and pressure sensors.

Lync Anti-Scale Water Conditioning

The Company warrants its Lync Anti-Scale water conditioning tank system as follows:

- The tank system is warranted for **five (5) years** from the Warranty Start Date.
- The media is warranted for performance for a period of **two (2) years** from the Warranty Start Date. The Anti-Scale system must be installed in applications with municipally supplied water adhering to EPA guidelines with the exception of oil and grease, copper, phosphate, silica, and chlorine as described in the IOM.
- Water supply must not exceed 1.0 ppm free chlorine. For water supply exceeding 1.0 ppm free chlorine, pretreatment is required. (Please contact your water Lync representative.)
- The Company reserves the right to make changes or substitutions in parts or equipment with material of equal quality or value and of then-current production.

Damage to the media due to chlorine, other oxidizers or fouling caused by local water conditions or any other operation outside of the limits in the IOM is not covered by this warranty.

Digital Mixing Valve

The Company warrants the digital mixing valve, for **five (5) years** from the Warranty Start Date.

A replacement mixing valve is warranted for **ninety (90) days** from the date of return shipment, or for the balance of the original Limited Warranty period, whichever is longer.

Ultraviolet Disinfection System

The Company warrants the ultraviolet disinfection products ("UV System") under normal usage for the following periods:

- Stainless steel reactor chamber – **Ten (10) years** from the Warranty Start Date
- Flow Switch – **Three (3) years** from the Warranty Start Date
- Electronics and ballast – **5 years prorated**
- UV lamp, quartz sleeve, UV sensor and all other components – **One (1) year** from the Warranty Start Date

Defective components are subject to inspection by the Company before any warranty remedy is provided. The Company will cover the cost of shipping any repaired or replaced UV System to you in the event the original UV System was found by the Company to be defective. The Company reserves the right to make changes or substitutions in defective parts or components with material of equal quality or value. A return authorization number, issued by the Company, is required before returning any UV System to the Company for warranty claim evaluation. You are responsible for the cost of shipping any defective UV System to the Company for inspection. This Limited Warranty is provided by the Company to the original purchaser and is non-transferable.

The UV System must be installed in applications with water quality adhering to the Feed Water Quality Guidelines set forth in the Company's most recently published IOM or other published UV System specification sheet. This UV System must be operated at water pressures and temperatures that do not exceed the Company's published specifications. This UV System is limited to use within atmospheric environments indoors that are within ambient temperature limitations, free from external water contact, where relative humidity is below 95% non-condensing, and that are noncorrosive to the UV System's materials of construction, including its electronic components.

Filter cartridges and housings

The Company warrants the filter cartridge and filter housing when used as intended and instructed, for **one (1) year** from the Warranty Start Date. This Limited Warranty does not cover and is voided by excessive pressure drop across the filter subassembly.

Booster Pump

The booster pump is located on the cold-water service line within Element. The Company warrants the booster pump for **one (1) years** from the Warranty Start Date.

Sanitary Pump

The sanitary pump is located on the sanitary loop between the outlet and inlet of the water heater. The Company warrants the sanitary pump for defects in materials or workmanship for **one (1) year from Warranty Start Date**.

Other Components

The Company warrants all other components for **one (1) year** from the Warranty Start Date.

First Year Limited Service Policy

Applicable to United States and Canada installations only

For one year from the start of this service policy, the Company will, if a component part fails due to a covered defect, cover labor charges to service warranty claims, subject to the below terms and conditions:

1. All general conditions, as stipulated in the Limited Warranty, will apply to this one-year cost-free service policy.
2. This policy is valid during the first installation only.
3. Labor cost covered by this service policy is limited to installations with normal access to the equipment, and travel distance not to exceed 150 miles from the nearest Company-authorized service agency.
4. Under no circumstances will the Company pay for, or be responsible for, overtime pay (nights, weekends, or holidays) for the owner's convenience or desires. Labor cost covered by this warranty is limited to installations with normal access to the equipment as defined by the Company.

Computer System, Network, and Data Disclaimer

Any connected features and collection of data by or from the Element are governed by the Watts Terms of Use available at: <https://www.watts.com/terms-of-use>

Filing A Warranty Claim

Warranty claims should be presented through prompt telephone notification to the Company at toll-free 1-800-433-5654 or by email at warranty@lincbywatts.com. The Company shall be entitled to inspect the product prior to repair or replacement. Information, including model number, serial number, and date of installation, must be provided for any claims pertaining to equipment in warranty.