



2331 West State Route 55

Troy, Ohio 45373

**ACiQ Water Heater Limited Warranty Certificate**

Equipment Owner's Name	
Installation Date	
Installation Address	
Equipment Address (if different from above)	
Installation Application	<input type="checkbox"/> Standard residential <input type="checkbox"/> Single-family <input type="checkbox"/> Multi-Family <input type="checkbox"/> Commercial
Installer Name and Contact Information	
Installer EPA Certification Number	
<b>ACiQ Model Number</b>	<b>Unit Serial Number</b>
Model#:	Serial#:

**Warranty Period**

All ACiQ-branded Hybrid Water Heater systems have a standard limited warranty of 10-year parts and a 10-year tank warranty from the date of purchase. If registered within 90 days of a residential installation, ACiQ systems will be upgraded to an extended warranty consisting of 10-year parts and a 12-year tank warranty from the date of initial installation for the original registrant. If the equipment is installed in a commercial setting or any structure that is not a single-family dwelling, the equipment has a 1-year parts and a 1-year tank warranty. The warranty will be upheld when the unit has a system failure that has been deemed a factory defect by a factory-authorized, EPA-certified contractor and the diagnosis is approved by ACiQ. The warranty can either be mailed in to ACiQ directly or can be registered online at <https://aciq.com/warranty-registration/>. If registered, all warranties begin on the initial installation date. If unregistered, all warranties begin at the date of manufacturing.

Warranty Period in Years			
Warranty Type	Original Owner (Registered)	Original Owner (Unregistered)	Non-Residential/Other
Parts	10	10	1
Tank	12	10	1

**Warranty Exclusions**

This Limited Warranty will not cover:

- Service trips to your home to teach you how to install, use, or maintain this water heater or to bring the water heater installation into compliance with local building codes and regulations.
- Damages, malfunctions, or failures resulting from failure to install the water heater in accordance with applicable building codes/ordinances or good plumbing and electrical trade practices.
- Damages, malfunctions, or failures resulting from improper installation or failure to operate and maintain the water heater in accordance with the manufacturer's instructions provided.
- Performance problems caused by improper sizing of the water heater or (pertaining to electric models) electric service voltage, wiring, or fusing.
- Damages, malfunctions, or failures caused by operating the water heater with the anode rod removed or with modified, altered, or unapproved parts installed.
- Damages, malfunctions, or failures caused by abuse, accident, fire, flood, freeze, lightning, acts of God, and the like.

## Warranty Exclusions (Cont.)

- g. Tank failures (leaks) caused by operating the water heater in a corrosive or contaminated atmosphere.
- h. Damages, malfunctions, or failures caused by operating the water heater with an empty or partially empty tank (also known as "dry firing").
- i. Damages, malfunctions, or failures caused by operating the unit at water temperatures exceeding the maximum setting of the operating, or high limit, control.
- j. Tank failures caused by operating the water heater when it is not supplied with potable water, free to circulate at all times.
- k. Damages, malfunctions, or failures caused by subjecting the tank to pressures, or firing rates, greater than those shown on the rating label.
- l. Damages, malfunctions, or failures resulting from the use of any attachment, including any energy-saving device, not authorized by Rheem.
- m. Units installed outside the fifty states (and the District of Columbia) of the United States of America.
- n. Units removed from the original installation location.
- o. Units that have had their rating labels removed. A water heater should not be operated if the rating label is removed.

## Warranty Resolution Process

In order for any warranty situation to be resolved, the following process must be followed:

1. AN EPA-certified contractor must diagnose the equipment and provide a diagnosing procedure, part number or part description that is needed, and the model and serial number(s) of the system in question. ACiQ may also request an original installation invoice at its discretion. This information will need to be submitted to ACiQ before a replacement part is sent out.
2. At the discretion of ACiQ, when all documentation is submitted, an ACiQ technician may elect to reach out to the equipment owner and/or the contractor diagnosing the equipment to attempt to resolve the situation without replacement part(s). This is in an attempt to eliminate part lead times and extensive costs to the equipment owner.
3. Once the warranty paperwork is accepted by ACiQ, a representative will reach out to the system's owner and ask for payment information at the discretion ACiQ as a representative review the documentation. If requested, this payment method will be used to pay for shipping and for the part(s) diagnosed as needed on the ACiQ system.
4. Once the faulty part(s) are sent to ACiQ, they will be tested to ensure the issue is a result of a factory fault. If the part(s) are deemed faulty, the amount paid for the part will be reimbursed. Round-trip shipping and any labor associated with the diagnosing and part(s) replacement process will not be reimbursed. ACiQ maintains the right to refuse reimbursements for any reason except where prohibited, including but not limited to the conditions provided in this document.
5. Replacement part(s) will be shipped to the owner, dealer, or factory-authorized, EPA-certified contractor at the discretion of ACiQ.

## Arbitration Clause

1. Parties: This arbitration clause affects your rights against ACiQ and any of its agents, affiliates, contractors, employees, successors, or technicians.
2. Arbitration Requirement: Except as stated below, any dispute between you and any of us shall be decided by neutral, binding arbitration rather than by court or by jury trial.
3. Class-Arbitration Waiver: Arbitration is handled on an individual basis and if a dispute is arbitrated, you and ACiQ expressly waive any right to participate as a class representative or class member on any class claim you may have against ACiQ or that ACiQ has against you. You and ACiQ also waive the right to class arbitration or any consolidation of individual arbitration.
4. Small Claims Court Option: You may elect to litigate any dispute and ACiQ in small claims court instead of arbitration if the dispute meets all requirements to be heard in a small claims court.
5. Governing Law: For residents of the United States, the procedures and effect of any arbitration will be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) instead of state law. The law governing your substantive warranty rights and other claims will be the law of the state from which you purchased your unit. Any court having jurisdiction may enter judgment on the arbitration award.

**Arbitration Clause (Cont.)**

6. **Rules of Arbitration:** If the amount in controversy is less than \$250,000, the arbitration will be decided by a single arbitrator. If the amount in controversy is greater than or equal to \$250,000, the arbitration will be decided by a panel of three arbitrators. The arbitrator(s) will be chosen pursuant to the rules of the administering arbitration organization. United States residents may choose the American Arbitration Association (1633 Broadway, 10th Floor, New York, NY 10019, [www.adr.org](http://www.adr.org)), JAMS (1920 Main Street, Ste. 300, Irvine, CA 92614, [www.jamsadr.com](http://www.jamsadr.com)), or, subject to our approval, any other arbitration organization. These organizations' rules can be obtained by contacting the organization or visiting its website. If the chosen arbitration organization's rules conflict with this Arbitration Clause, the provisions of this Arbitration Clause control. The award of the arbitrator(s) shall be final and binding on all parties.
7. **Location of the Arbitration Hearing:** Unless applicable law provides otherwise, the arbitration hearing for United States residents will be conducted in the federal judicial district in which you reside.
8. **Costs of Arbitration:** Each party is responsible for its own attorney, expert, and other fees unless the jurisdiction's law requires otherwise.
9. **Survival and Enforceability of this Arbitration Clause:** This Arbitration Clause shall survive the expiration, termination, or any transfer of the warranty on the equipment provided by ACiQ. If any part of this Arbitration Clause, except waivers of class-action rights, is found to be unenforceable for any reason, the remainder of this clause and the Limited Warranty shall remain enforceable. If, in a case in which class-action allegations have been made, the waiver of class-action rights under the Limited Warranty is found to be unenforceable with respect to any part of the dispute, the parts of the dispute as to which the waiver of class-action rights have been found unenforceable will be severed and will proceed in court without reference or application of this Arbitration Clause. Any remaining parts will proceed in arbitration.

**This warranty gives you specific legal rights. You may have other rights which vary on jurisdiction. ACiQ is not liable for any death or injury resulting from improper installation or misuse of its products. The express warranties made in this Limited Warranty are exclusive and may not be altered, enlarged, or changed by any distributor, dealer, or other person, whatsoever.**