

# Stream33 Limited Warranty

## Expansion Tanks

**Important:** Read carefully the installation, operating and maintenance instructions manual ("Manual") to avoid serious personal injury and/or property damage and to ensure safe use and proper care of this product.

**Warranty:** Warranty is extended to all purchasers of the new product. The warranty is non-transferable. Stream33 warrants to the purchaser or first user of the new product that at the time of manufacture, the product is free from defect in material or workmanship for (1) one year from the date of manufacture. Any warranty claim must be made within (1) one year unless another time period is set forth in the manual, measured from the date of manufacture.

In the event of a breach of the foregoing warranty and upon proper and timely notification to Stream33, Stream33 will at its option either: supply and ship either new or used replacement parts or products. Stream33 will not accept any claims for, nor will Stream33 be responsible for, any other costs including labor

**Exclusions:** This warranty does not cover any failure or problem unless it was caused by a defect in material or workmanship. In addition, this warranty shall not apply:

- If the Product is not correctly installed, operated, repaired or maintained as described in the Manual provided with the Product.
- To any failure or malfunction resulting from (i) misuse or abuse, (ii) improper or negligent handling, shipping (by anyone other than Stream33), storage, use or operation, or (iii) damages to the tank caused by lightning, floods, fire, freezing or any other environmental condition.
- To damages caused by any unauthorized alteration to the Product, or any attempt to repair tank leaks or parts.
- To any failure or problem resulting from the use of the Product for any purpose other than those specified in the Manual.
- If the Product is used anywhere except the United States, its territories or possessions, or Canada.
- To labor costs, shipping charges, service charges, delivery expenses, administrative fees or any costs incurred in removing or reinstalling the Products. To any claims submitted to Stream33 or a Stream33 authorized distributor or dealer more than 30 days after expiration of the applicable warranty time period described in this Warranty; To any repair or replacement costs not authorized in advance by Stream33.

- The remedies contained in this warranty are the purchaser's or first user's exclusive remedies. In no circumstances will Stream33 be liable for more than, and purchaser-first user's remedies shall not exceed, the price paid for the Product. In no case shall Stream33 be liable for any special, indirect, incidental or consequential damages, whether resulting from non-delivery or from the use, misuse, or inability to use the Product or from defects in the product or from Stream33's own negligence or other tort. These exclusions apply regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, strict liability, in tort or under any other legal theory. Excluded damages include, but are not limited to, inconvenience, loss or damage to property, mold, loss of profits, loss of savings or revenue, loss of use of the Products or any associated equipment, facilities, buildings or services, downtime, and the claims of third parties including customers.

- You must notify the authorized Stream33 distributor or dealer who sold you the Product within 30 days of the event leading to the Warranty claim. Any covered Warranty service must be authorized by the Stream33 distributor or dealer which sold you the Product. If you do not receive a prompt response, call Stream33 directly at 740-314-1277. Notice of a Warranty claim should be submitted within 60 days of the event leading to the claim by the authorized distributor/dealer to Stream33 at the following address: Stream33 Warranty, 2620 Ridgewood Road, Akron Ohio 44313

### LIMITATION OF LIABILITY

Stream33's liability on any claim of any kind, including, without limitation, warranty, negligence and/or breach of contract, shall in no case exceed the purchase price paid by the Customer. IN NO EVENT SHALL STREAM33 BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, DAMAGE TO PROPERTY) OR PUNITIVE DAMAGES, DAMAGES IN THE NATURE OF PENALTIES OR SIMILAR OR RELATED DAMAGES OF ANY KIND.

### DISCLAIMER OF WARRANTIES

STREAM33 EXPRESSLY DISCLAIMS ALL WARRANTIES, EXCEPT AS EXPLICITLY STATED HEREIN, TO THE FULLEST EXTENT PERMITTED BY LAW, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. THIS DISCLAIMER INCLUDES ANY ORAL WARRANTIES OR REPRESENTATIONS MADE OR IMPLIED BY ANY AGENT, EMPLOYEE, SUBCONTRACTOR, MANAGER, DIRECTOR AND/OR REPRESENTATIVE OF STREAM33.

Before Stream33 determines to provide any replacement part or Product, it may, as a pre-condition to making such a determination, require that the warranty claimant ship the Product, postage prepaid, to an authorized Stream33 distributor, or to Stream33, and provide proof of purchase evidenced by the original sales receipt.

- In case of replacement of a Product or any component part, Stream33 reserves the right to make changes in the design, construction, or material of the substitute components or products, which shall be subject to all of the terms and limitations of this Warranty, except that the applicable warranty periods shall be reduced by the amount of time the warranty claimant owned the product prior to submitting notification or the warranty claim.

Owners Record Keep for later use

Serial number (see tank data label at bottom of tank): \_\_\_\_\_

Model (see tank data label at bottom of tank): \_\_\_\_\_

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

Installer Name: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Retain copy of cancelled check and installation receipt