



RVMP® FLEX TEMP™ LIMITED WARRANTY

(North America Original Equipment Sales)

This Limited Warranty ("Warranty") outlines applicable coverage and claims procedures for Products, as defined herein, sold as Flex Temp™ Original Equipment Division which is referenced herein as "Warrantor", "we", "us" or "our".

Coverage. Subject to the following terms and conditions, we warrant ONLY to you as the original consumer ("you" or "your") who purchases the product directly from a Flex Temp™ Facility or an authorized Flex Temp™ Partner, that the products that we manufacture, distribute and/or sell to you that are not already covered by a separate written warranty from another manufacturer (the "Product(s)") will be free from defects in materials and workmanship at the time of retail sale. We will honor this Warranty for a period of two (2) years from the date of retail purchase, and only for Products sold and used in the United States and Canada.

Service. For Products having a covered defect within the Warranty period, we will, in our sole and absolute discretion, repair or replace the Product or related component with a new or refurbished component or provide a pro rata refund of that portion of the Product. Labor will be allowed if a designated flat rate time is outlined by us and will be limited to the published flat rate amount. There is no other warranty.

Notice. Proof of purchase must be provided to us to be eligible for coverage. No remedy will be required or offered unless we receive written notice of a claimed defect. You must make any claim of defect, including without limitation under this Warranty, in writing, with full particulars, promptly after the defect was or reasonably should have been discovered, and in any event no later than thirty (30) days of its discovery. Your written notice must describe the defect, provide your name and address, and state the location of the Product. As a condition of coverage, we must be provided access to the original Product for inspection, testing, or other work at our discretion. The Product must remain unmodified. We will not consider any claims for Products (or any components thereof) that are not in their original form. Failure to give us proper notice of a claimed defect, or performing any modification, replacement, attempted repair, self-help, or alteration of the Product or other product into which our Product has been incorporated without our prior written approval and before we inspect or test the Product, will constitute an absolute waiver and release of all claims under this Warranty.

Transferability. THIS WARRANTY IS NOT ASSIGNABLE OR TRANSFERABLE. THIS WARRANTY EXTENDS ONLY TO YOU, THE ORIGINAL CONSUMER PURCHASING A PRODUCT DIRECTLY FROM WARRANTOR'S FACILITIES AND WILL NOT BE CONSTRUED TO EXTEND TO ANY THIRD-PARTY. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THE WARRANTY'S TERMS.

Limitations. ANY IMPLIED WARRANTY THAT MAY ARISE BY LAW IS LIMITED IN DURATION TO THE TERM HEREIN AND TO THE COVERED PRODUCTS. THE REPAIR, REPLACEMENT, OR REFUND PROVIDED HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES. EXCEPT AS PROVIDED IN THIS WARRANTY, ALL PRODUCTS ARE BEING SOLD "AS IS" AND "WITH ALL FAULTS." ALL RISKS AS TO PRODUCT QUALITY OR PERFORMANCE NOT CONTEMPLATED BY THIS WARRANTY WILL BE BORNE EXCLUSIVELY BY YOU, THE PURCHASER. IF A PRODUCT PROVES DEFECTIVE AFTER ITS PURCHASE, YOU, NOT US, ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING OR REPAIR THAT IS NOT COVERED UNDER THIS WARRANTY. IN NO EVENT WILL WE BE LIABLE FOR COSTS OF REMOVAL OR REINSTALLATION OF THE PRODUCTS, OR ANY EXPENSE RELATED TO REINSTALLATION. WE WILL HAVE NO LIABILITY TO ANYONE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION PROPERTY DAMAGE, LOST PROFITS, LABOR COSTS, OR ANY OTHER PECUNIARY DAMAGE, WHETHER DUE TO ANY DEFECT IN THE PRODUCTS, BREACH, DELAY, NON-DELIVERY, NON-PERFORMANCE, RECALL, OR ANY OTHER REASON. ALL CLAIMS FOR NEGLIGENCE AND FOR FAILURE OF ESSENTIAL PURPOSE ARE EXPRESSLY WAIVED AND RELEASED. UNDER NO CIRCUMSTANCES WILL OUR LIABILITY FOR ANY DEFECT IN THE GOODS, WHETHER BASED ON CONTRACT, TORT, WARRANTY, OR ANY OTHER THEORY, EXCEED THE PURCHASE PRICE OF THE PRODUCTS. YOU ACKNOWLEDGE AND DECLARE THAT THESE LIMITATIONS AND WAIVERS HAVE BEEN BROUGHT TO YOUR ATTENTION AND EXPLAINED, THAT YOU HAVE READ AND UNDERSTAND ALL TERMS AND AGREE TO BE SO BOUND, AND THAT YOUR RECEIPT OF THE WARRANTY AND PRODUCT, AND ANY PAYMENT FOR THESE, SIGNIFIES THAT YOU HAVE VOLUNTARILY AND KNOWINGLY CONSENTED TO ALL TERMS, INCLUDING THE WAIVERS AND LIMITATIONS CONTAINED HEREIN.

Specific Rights. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state. Some states do not allow limitations on how long an implied warranty lasts, so that limitation may not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so that limitation or exclusion may not apply to you.

Exclusions. This Warranty only covers the Products. Due to the intended use of our Products, any and all items and components not sold by us but attached to, incorporated into, or using our Products carry NO WARRANTY WHATSOEVER from us regardless of circumstance. We will not be liable for any defects, whether due to workmanship, materials or any other reason whatsoever, for those items and components not sold by us. This Warranty also does not cover customer instruction, installation and labor (except as provided herein), parts supplied by others, abuse, misuse, neglect, improper installation or improper repair by anyone other than us, improper usage, overloading, accidents, unreasonable use, improper loading, improper operation, improper repair, improper maintenance, normal wear and tear, color fade, mold, mildew, corrosion, rust formation, modifications, or attempted repair by anyone other than a qualified

repair facility. This Warranty does not cover chemical damage caused by acids, fuel, oil, or other chemicals. Use of our Products in or as part of a unit in a rental fleet, or for a commercial purpose, voids your rights under this Warranty.

Third-Party Events. In the event of any accident, injury to person, damage to property, loss, or other occurrence involving a Product, you must notify us in writing of the circumstances within thirty (30) days of the event or within ten (10) days of notification to you, whichever is earlier. Notwithstanding this, you must notify us immediately if a survey, test, or inspection is to be conducted on a Product, and provide us with the opportunity to participate in any such survey, test or inspection, or to permit us to conduct our own survey, test or inspection in advance. Your failure to comply with this paragraph will constitute a waiver and release of all rights under this Warranty.

Statute of Limitations. Any action, lawsuit or other proceeding, under this Warranty or otherwise, related to the Product must be commenced within one (1) year after the earlier of (a) the expiration of the Warranty coverage period, (b) our alleged failure to repair the defect at issue; or (c) the date on which your claim accrues under applicable law. Unless prohibited by law, the performance of repairs will not prevent the limitations period from expiring, nor will any tolling or estoppel doctrine apply. This Warranty does not extend to future performance. Some states do not allow a reduction in the statute of limitations, so that reduction may not apply to you.

Applicable Law & Venue. This Warranty will be governed by and construed in accordance with the laws of the State of Ohio without regard to principles of conflicts of law. To the full extent permitted by law, any disagreement, dispute, controversy, or claim arising out of or relating to this Warranty or Product must be brought, if at all, only in a state court in Columbus, Ohio, or a federal court in the Southern District of Ohio, having jurisdiction over the subject matter. You irrevocably consent that such court will have personal jurisdiction over you and waive any objection that the court is an inconvenient forum. YOU WAIVE ANY RIGHT TO A JURY TRIAL AND CLASS ACTION RELATING TO THIS WARRANTY, AND MAY NOT JOIN OR CONSOLIDATE CLAIMS AS A REPRESENTATIVE OF A CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. In the event you bring any claim against us in violation of this Warranty or for claims waived or released under this Warranty, you agree to pay our attorney and paralegal fees and costs to defend such suit.

MODIFICATIONS. We will not be liable for commitments, promises, or agreements made by any employee, agent, or dealer that is not in accordance with this Warranty. The current WARRANTIES and terms outlined on the Warrantor's website applicable on the date of purchase take precedence over any other WARRANTIES, whether oral or written. We reserve the right to alter our WARRANTIES from time to time, as the laws and our business needs and industry change. Any conditions or exceptions that may be stated in any communication or document to us from any entity or individual, including but not limited to you, shall be of no effect unless specifically agreed to in writing and hand-signed by our authorized representative.

Miscellaneous. Any legally or otherwise invalid provision hereof will be considered severable, with all remaining provisions enforceable. We have all rights and remedies given to sellers by applicable law, and our rights and remedies are cumulative and may be exercised from time to time. No waiver by us of any provision of this Warranty will be effective unless in writing, nor will it operate as a novation or waiver of any other provision or affect our right to exercise thereafter any right or remedy. We will not lose any right because we have not exercised that right in the past.

OWNER'S RESPONSIBILITY To ensure trouble free warranty coverage it is important that you register your hot water heater. You may register on-line at the links presented below or by filling out and returning to RVMP the warranty registration card supplied with your hot water heater. Registering your product confirms your warranty coverage and provides a direct link between you and RVMP if we find it necessary to contact you. Please visit www.rvmp.co to complete your warranty registration information.

Visit <https://warranty-fgsbmc11.rvmp.co> or
Scan the QR Code below to register your hot water heater:



Visit <https://rvmp.co> or
Scan the QR Code below to view product details:

