

# TWELVE YEAR LIMITED WARRANTY

## MARQUIS CONDENSING GAS FIRED TANKLESS WATER HEATER

### CONSUMER INFORMATION / CERTIFICATE OF WARRANTY

**1- RESIDENTIAL INSTALLATION - One or two family dwellings where the original consumer purchaser resides on a permanent basis**

**a- LIMITED FIVE YEAR WARRANTY ON ALL MARQUIS TANKLESS WATER HEATER COMPONENT PARTS.**

Triangle Tube/Phase III Co, Inc. hereby warrants the Marquis Tankless Water Heater when properly registered with our factory at the time of purchase (as set forth below) to be free from defects in material or workmanship. Triangle Tube/Phase III will repair or, at its option, replace the component part under the conditions explained below.

**b- LIMITED TWELVE YEAR WARRANTY**

Triangle Tube/Phase III Co, Inc. further warrants, to the original user of the above Marquis Tankless Water Heater, that the stainless steel heat exchanger shall be free of leaks during normal use and service for a period of twelve (12) years from the date of purchase. In the event that a leak should develop and occur within this limited warranty period due to defective material or workmanship, we will replace the heat exchanger with the nearest comparable model available at the time of replacement or repair same at our sole option and at no cost to the original user except as set forth below.

**2- COMMERCIAL INSTALLATION - All other applications**

**a- LIMITED ONE YEAR WARRANTY ON ALL MARQUIS TANKLESS WATER HEATER COMPONENT PARTS.**

Triangle Tube/Phase III Co, Inc. further warrants, to the original user of the above Marquis Tankless Water Heater to be free from defects in material or workmanship. Triangle Tube/Phase III will repair or, at its option, replace the component part under the conditions explained below.

**b- LIMITED FIVE YEAR WARRANTY**

Triangle Tube/Phase III Co, Inc. further warrants, to the original user of the above Marquis Tankless Water Heater, that the stainless steel heat exchanger shall be free of leaks during normal use and service for a peri-

od of five (5) years from the date of purchase. In the event that a leak should develop and occur within this limited warranty period due to defective material or workmanship, we will replace the heat exchanger with the nearest comparable model available at the time of replacement or repair same at our sole option and at no cost to the original user except as set forth below.

**3- EXCLUSIONS AND LIMITATIONS**

**TRIANGLE TUBE/PHASE III SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES whether arising out of breach of warranty, breach of contract or otherwise. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the foregoing limitation or exclusion may not apply to you.**

**ALL THE WARRANTIES IMPLIED BY STATE LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY LIMITED TO THE DURATION OF THE LIMITED WARRANTY SET FORTH ABOVE. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.**

**THIS WARRANTY IS NOT TRANSFERABLE AND SHALL APPLY ONLY IF THE APPLIANCE,**

- a- Is correctly installed and/or operated according to the installation and/or operating instructions contained in the installation manual provided with the units; and
- b- Is operated within the factory calibrated limits of temperature and pressure, and equipped with a new pressure relief valve at the time of installation bearing the listing of American Society of Mechanical Engineers (A.S.M.E); and
- c- Has been operated (a) utilizing the particular fuel for which it was designed and equipped, as set forth in Triangle Tube's installation and service manual, (b) at an input rate not in excess of the maxi-

## **IMPORTANT**

## **REGISTRATION REQUIRED**

**SAVE THE POSTAGE  
REGISTER  
ONLINE AT**

*www.triangletube.com*

Triangle Tube/Phase III®  
Warranty Registration Dept.  
1 Triangle Lane  
Blackwood NJ 08012-9838

Place  
Stamp  
Here

mum input rate or less than the minimum input rate showing on the rating plate attached to the Appliance and with the appropriate automatic operating and limit controls (and adequate expansion tank properly maintained where applicable); and

- d- Has been serviced on a periodic basis, at least once annually, to assure that it is working properly and has had all repairs performed on it, as and when needed, by an experienced and qualified heating mechanic, registered plumber or oil dealer serviceman; and
  - Annual service/maintenance record must be presented as part of claim; and
- e- Has adequate ventilation and a sufficient source of air, is not exposed to any unusual atmospheric conditions including, without limitation, exposure to foreign particles such as saw dust and exposure to chlorine or other corroding substances; and has used water which is not rusty, sandy, discolored and registers a ph reading of between six (6) and eight (8).

**THIS WARRANTY IS VOID AND SHALL NOT APPLY IF:**

1. The Marquis Appliance is not installed in accordance with Triangle Tube Phase III's installation and operating manual by an experienced and qualified heating mechanic skilled in the installation of Triangle Tube Phase III equipment; or
2. The failure or malfunction results from improper or negligent operation, accident, abuse, freezing, misuse, unauthorized alteration or improper repair or maintenance; or
3. The failure or malfunction results from failure to keep the Water Heater full of water, free to circulate at all time and free of damaging water sediment or scale deposits; or
4. The Marquis Appliance is used for non-potable applications such as direct pool or process heating; or
5. The unit is used outside the United States, its territories or possessions, or Canada; or
6. The failure or malfunction occurs on a component, control, air vent or component part not solely manufactured by Triangle Tube/Phase III; or
7. Potable water is used in the unit with a chloride or chlorine content higher than 250 mg/liter or water hardness above 12 grains per gallon (see and contact your local water distributor or supplier); or
8. Your home contains any type of water softener system and the unit is not installed and maintained in accordance with the manufacturer specifications.

**4- SHIPPING - ASSEMBLY - INSTALLATION**

Any and all costs required to disassemble, remove, ship, reassemble and reinstall a Marquis Appliance or part there of ARE NOT COVERED under this warranty and shall be borne by original user. Deliveries under this warranty may be contingent upon Triangle Tube/Phase III receiving shipments of equipment from outside the United States and Triangle Tube/Phase III shall not be liable for any failure or delay in delivery due to any cause beyond its control.

**5- GENERAL PROVISIONS**

For prompt warranty service, notify the installer who, in turn, will notify the Triangle Tube distributor from whom he purchased the Marquis Appliance. If this action does not result in warranty service, contact TRIANGLE TUBE/PHASE III, 1 Triangle Lane, Blackwood, NJ 08012, with details in support of the warranty claim. This notification must include the user's name, address and the serial number of the Marquis Appliance and proof of purchase. If the original user cannot provide proof of purchase, the warranty shall begin from the date of manufacture as indicated by serial number.

**ALL THE WARRANTIES IMPLIED BY STATE LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY LIMITED TO THE DURATION OF THE LIMITED FIVE YEAR AND FIRST YEAR WARRANTY SET FORTH ABOVE. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.**

*A) In order to gain coverage under this warranty the consumer is required to fill out and mail the attached warranty registration within thirty (30) days of purchase. (For first occupants of a new home, the date of closing should be deemed the date of purchase)*

**THIS EXPRESS WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, GUARANTEES, AGREEMENTS, AND SIMILAR OBLIGATION OF MANUFACTURER WITH RESPECT TO THE REPAIR OR REPLACEMENT OF ANY SAME OR SIMILAR PRODUCT. TRIANGLE TUBE/PHASE III® NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ITS PRODUCT. Any and all descriptions, specifications, instructions, drawings, samples or models furnished to the original user do not constitute express warranties.**

*This is our exclusive written warranty. It gives you specific legal rights, but you may also have other rights which vary from state to state.*

2015-8 Marquis Warranty - 8/14/15

**Marquis Tankless Water Heater Warranty**

**IMPORTANT: Registration required for complete warranty protection, fill and mail this card immediately, if you opted not to register on-line.**

**Name:** \_\_\_\_\_ **Model No.:** \_\_\_\_\_

**Street:** \_\_\_\_\_ **Serial No.:** \_\_\_\_\_

\_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Date Installation:** \_\_\_\_\_ **Installed by:** \_\_\_\_\_  
**(Name of Firm)**