

INTERNATIONAL LTD
THERMAL RESEARCH

As of April 18, 2011

ITR WARRANTY STATEMENT

Warranty cards must be filled in completely, signed by the Owner and Dealer and returned to ITR within 30 days of the date of the original installation. This warranty is not transferable by the Owner.

ITR warrants the **HURRICANE®II/IIL/COMBI, SCH25, Water Heater by ITR, (referred to as “heater(s)”)** and all accessories or other supplied components with the original purchase to be free of defects in materials and workmanship under design usage and service conditions for two (2) years from the heater serial number label manufacturing date. Warranty replacement parts are covered for the remainder of the heater’s warranty.

This warranty does not apply to damage or failure of the Heater, or the vessel or vehicle into which it was installed, due to improper installation, assembly, maintenance, or abuse, accident, or the use of parts not supplied by ITR.

The purchaser and installer are advised that specific rules and regulations may be in effect with respect to the installation of the **HURRICANE®** heater. It is the installer’s responsibility to review and comply with all such rules and regulations.

Non-standard installations, that is, those requiring a departure from published installation instructions, should not be undertaken without first having consulted and obtained the written approval of **ITR**. Coverage for warrantable parts will, at the discretion of **ITR**, be made to the claimant in the form of repair, replacement, or credit.

Heaters installed without ITR’s or an authorized Dealer’s approval will be limited to a 90 day warranty measured from the date of the completion of the installation and so registered, or 250 hours of operation, whichever comes first.

The following warranties are in lieu of all warranties and conditions. ITR makes no other warranties, representations or conditions, express or implied, and there are expressly excluded all implied or statutory warranties or conditions of merchantability of fitness for a particular purpose and those arising by statute or otherwise in law of from a course of dealing or usage of trade.

...../OVER

The stated express warranties are in lieu of all liabilities or obligations for damages arising out of or in connection with the delivery, use, performance, or licensing of the product or in connection with any services performed. In no event whatsoever, shall ITR be liable for indirect, consequential, exemplary, incidental, special or similar damages including but not limited to lost profits, lost business revenue, failure to realize expected savings, other commercial or economic loss of any kind or any claim against ITR by any other party arising out of or in connection with the sale, delivery, use, performance, or repair or in connection with any services performed, even if ITR has been advised of the possibility of such damages, whether based upon warranty, contract, or negligence. ITR's maximum liability shall not in any case exceed the contract price for the products claimed to be defective.

No one is authorized to increase, alter, or enlarge ITR's responsibilities or obligations under these warranties. Warranties are void if the original serial number has been removed or altered, or cannot be readily determined.

Before the expiration of the warranty, the Owner must give notice to a registered ITR Dealer of failures, if any, considered to be warrantable and deliver the defective Heater to such dealer. The Owner is responsible for all repairs made to the engine, equipment, vessel, or vehicle in which the Heater is installed, other than the *HURRICANE*® Heater. The Owner is responsible for lodging, meals, and other incidental costs incurred by the Owner as a result of a warrantable failure. The Owner is responsible for "down time" expenses, and all business costs and losses resulting from a warrantable failure.

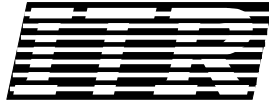
ITR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES

CANADA

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ITEMS NOT COVERED UNDER WARRANTY

- ❖ Any parts or products, which are no longer within the manufacturer's warranty period.
- ❖ Normal wear-and-tear of parts, including but not limited to, fuel filter, air filter, nozzle, fuses, igniter and carbon brushes.
- ❖ Parts or products which malfunction due to improper installation, including but not limited to malfunctions causing inadequacies in: air, fuel or coolant flow, voltage irregularities due to wiring, shock or vibration.
- ❖ Any progressive damage to the engine, vessel or vehicle arising out of failure of the Heater unit.
- ❖ Heaters which have been modified or use of non-standard parts not approved by **ITR**.
- ❖ Heaters that have been abused, damaged, vandalized, or improperly maintained.
- ❖ Travel time and expenses incurred by the servicing facility unless approved otherwise in writing by ITR.
- ❖ Removal and reinstallation expenses of the **HURRICANE®** Heater unless approved otherwise as outlined in the owner's manual and the ITR flat rate schedule.
- ❖ Diagnosis or repairs when caused by problems not directly related to the Heater or to empty fuel tanks or poor fuel quality, fuel additives, acidic water, electrolysis and incorrect or non-existent vessel bonding, leading to excessive corrosion.
- ❖ Running the system dry or without appropriate preservatives (antifreeze), causing damage to the heat exchanger, pump seals, etc.
- ❖ Exposing the Heater to an environment detrimental to its effective operation (such as excessively wet, dirty or hot areas).
- ❖ Other products, which **ITR** does not manufacture.
- ❖ Any products or parts, which have been used in a manner contrary to **ITR's** printed instructions.

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