

ONE YEAR LIMITED WARRANTY

Thank you for purchasing the *EVAPOWAY* Electric Condensate Evaporator unit (the “Unit”) from Backer EHP, Inc. the original maker of this product. Please remove all packing material from the Unit prior to use and installation. This is a copy of our warranty for your records. If you have any questions about this product, please contact our office at 1-800-692-4733 or visit our website www.evapoway.com.

INSTALLATION: Upon installation, and as part of regular maintenance, check float travel for “hang-up” or sticking. Routinely check sensor bar connection. Should the float “hang-up” or stick, the sensor should interrupt power.

MAINTENANCE: This Unit is intended for water dissipation only. **DO NOT ALLOW THE UNIT TO OPERATE DRY.** Keep Unit pan clean. Periodic maintenance of the Unit should be performed monthly. For optimum performance and safety, do not allow fats, grease, dirt, dust, lint, flammable material or cleaning chemicals to accumulate on, inside, or around the Unit.

WARNING: Improper maintenance or a reduction in scheduled maintenance of the Unit may increase the risk of overheating and cause a possible fire hazard. In addition, failure to comply with the above instructions may cause Unit failure, therefore causing this warranty to become void.

BACKER EHP, INC. (“Backer”) warrants the Unit and all parts thereof to be free from defects in material and workmanship under normal use and service for a period of one year from the initial consumer purchase. Its obligations under this warranty shall be limited to the repairing or replacing, at its sole option, any part of the Unit which proves to be defective (subject to Backer’s own reasonable investigation and determination that such Unit or Unit part is defective) within one (1) year from the date of the initial consumer’s purchase of such Unit or part. This limited warranty applies to Units purchased from Backer or from an authorized Backer reseller located in the United States. This limited warranty does not extend to any Unit that has been damaged or rendered defective: (a) as a result of accident, misuse, or abuse; (b) as a result of normal wear and tear; (c) by improper installation; (d) by improper maintenance; (e) as a result of electrical surges or anomalies; (f) by operation outside of the usage parameters stated in the Unit’s user’s guide (as applicable); (g) by the use of parts not manufactured or supplied by Backer; (h) by unauthorized modification of the Unit; or (i) as a result of service by anyone other than Backer, an authorized Backer reseller, or an authorized Backer service provider. Any modification to the Unit or any part thereof will null and void the UL recognition.

Backer shall not be liable for any indirect, incidental, special or consequential damaged caused by the Unit or the failure of the Unit to perform, including, without limitations, any damage arising from loss of use, or lost business, revenue, profits, data or goodwill. Backer shall not be liable for any claim made by a third party or made by you for a third party. This limitation applies whether damages are sought, or a claim made under this limited warranty, whether as a tort claim (including negligence and strict product liability), a contract claim, or any other claim. This limitation cannot be waived or amended by any person. This limitation of liability will be effective even if Backer or an authorized representative of Backer has been advised by you of the possibility of any such damages.

Backer shall not be liable under this warranty for any labor costs associated with the replacement of defective parts of the Unit. All transportation costs in effecting exchanges or repairs are to be borne by the purchaser. Should replacement parts be required, Unit serial numbers must be submitted with the order to receive credit for any parts shipped to Backer for replacement under this warranty. Defective Unit parts must be returned to Backer postage prepaid.

Backer’s liability under this limited warranty shall in no event exceed the lesser of the cost of (a) authorized repairs; (b) replacement with a materially similar Unit; (c) reimbursement for authorized repairs or replacement; or (d) the price paid by the first consumer purchaser for the Unit.

EXCEPT AS EXPRESSLY SET FORTH IN THIS WARRANTY, BACKER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BACKER EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED IN THIS LIMITED WARRANTY. ANY IMPLIED WARRANTIES IMPOSED BY LAW THAT MAY NOT BE DISCLAIMED ARE STRICTLY LIMITED TO THE TERMS OF THIS EXPRESS LIMITED WARRANTY.