trutankless®
Hot water. Perfected.

trutankless® All-Electric Water Heater

INSTALLATION AND OPERATION GUIDE

TR RESIDENTIAL MODEL SERIES
TR36 | TR29 | TR24 | TR20 | TR15

TC COMMERCIAL MODEL SERIES
TC33 | TC25 | TC21 | TC17 | TC13

bollente
COMPANIES, INC.

TABLE OF CONTENTS

INTRODUCTION 1
- REGISTERING YOUR UNIT 1
- CONNECTING TO THE INTERNET 2

PROGRAMMING YOUR TRUTANKLESS® UNIT 4
- SETTING/ADJUSTING THE OPERATING TEMPERATURE 5
- SETTINGS SCREEN 6
- PEAK/OFF-PEAK SCREEN 7
- AWAY SCREEN 8
- DATA SCREEN 9

ALERT CONDITIONS 10
- POTENTIAL SENSOR FAILURES 10
- OTHER ALERTS 10

FREEZE GUARD PROTECTION 11
- LEAK SENSOR 11

HOME.TRUTANKLESS.COM USER GUIDE 11
- LOGGING INTO YOUR ACCOUNT 11
- REPORTS 12

TECHNICAL DATA 13

TROUBLESHOOTING 14

INSTALLATION AND MAINTENANCE 15
- INTRODUCTION 15
- UNIQUE FEATURES 15
- BEFORE YOU BEGIN 15

INSTALLATION 16
- PRECAUTIONS FOR SELECTING A LOCATION & INSTALLATION 16
- MOUNTING THE UNIT 19
- CONNECTING THE WATER SUPPLY 21
- ELECTRICAL CONNECTIONS 22
- PRODUCT MODEL SETTINGS 23
- COMPLETING THE INSTALLATION 24

MAINTENANCE 25
- SYSTEM CHECKUP 25

WARRANTY AND LEGAL 26
- MANUFACTURERS LIMITED WARRANTY 26
- PRIVACY POLICY 28
- TERMS OF SERVICE 30
- END USER LICENSE AGREEMENT 35
- FCC STATEMENT 38
- NOTES 39

INTRODUCTION

Welcome to the world of endless hot water! Your trutankless device is truly a marvel of modern design and engineering and is now ready to supply you with unlimited hot water on demand.

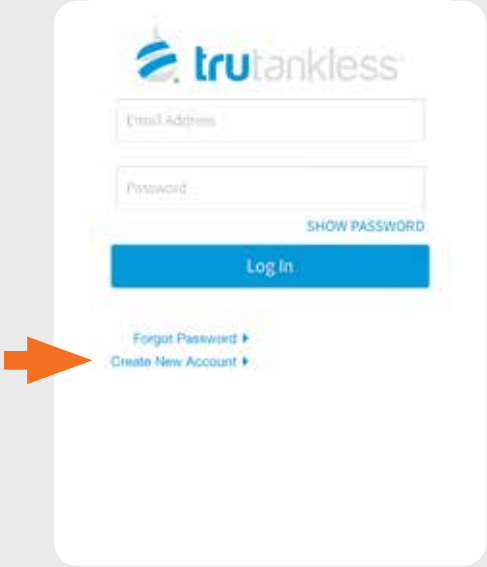
REGISTERING YOUR UNIT

Your unit must be registered, registration verified, and connected to the Bollente Monitoring service in order for you to gain remote access via https://home.trutankless.com/login.

Your plumber may have already registered the device upon purchase and/or installation. If that is the case, you will likely have already received an email from trutankless containing your user ID and temporary password that you will need to verify your registration and create your account at home.trutankless.com.

If your device is not already registered, then you may register it yourself, now.

1 Go to https://home.trutankless.com/login. At the login screen, beside the phrase "Don't have an account?" click on the "Create New Account" link to access the Registration page.



2 Enter your contact information (your email and phone number are required so that we can notify you of any pertinent information – don't worry, we will only contact you with your permission or if there is a problem, and we do not share your information with anyone.)

3 In a short while you will receive an email with a link to accept the Terms of Service and confirm your registration. Follow the instructions in the the registration confirmation email you received when connecting your trutankless to the internet.

When your unit is actively connected to the Bollente Monitoring Service, the Cloud status icon on the left side of the Home screen will glow blue.

For more information on using your home.trutankless.com account, refer to the home.trutankless.com User Guide on page 11.

CONNECTING TO THE INTERNET

In order to maximize its potential, it is highly recommended that you connect your device to the Internet and complete your registration at the time of installation or as soon as wireless Internet capability is available.

By connecting your device to your home or office Wi-Fi network you gain the advantages of all the available automated features, including 24/7 remote temperature settings and monitoring through https://home.trutankless.com/login via your desktop and mobile devices. You also get the peace of mind of knowing that, if the unit ever detects an anomaly of any kind (for example, your teenager is taking another epically long shower) your trutankless unit will notify you and, in the case of a problem, has the ability to contact your plumber as well.

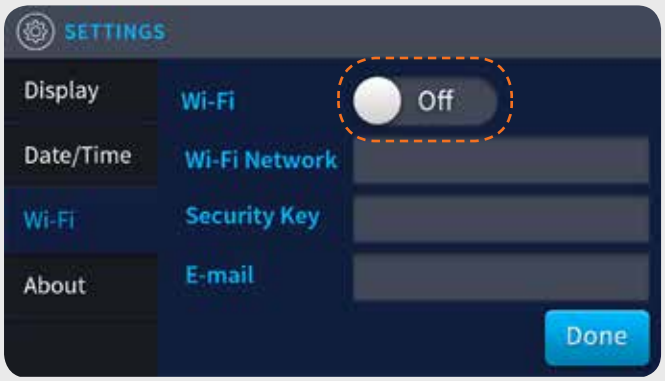
If Wi-Fi service is not yet available at your location, you may skip this section for now and move on to “PROGRAMING YOUR trutankless WATER HEATER” on page 7.

The LCD control screen uses a touch-screen interface like that of smart phone or tablet devices.

1 From the Home screen, tap the Gear icon at the top of the Right Navigation Bar to bring up the Settings screen.

2 Tap Wi-Fi from the Left Navigation Menu to open the Wi-Fi control panel.

3 Tap the Wi-Fi switch to toggle it to “On”.



4 Tap Wi-Fi from the Left Navigation Menu to open the Wi-Fi control panel.

Tap the “Wi-Fi Network” field to bring up the keyboard and enter the name of your wireless network.

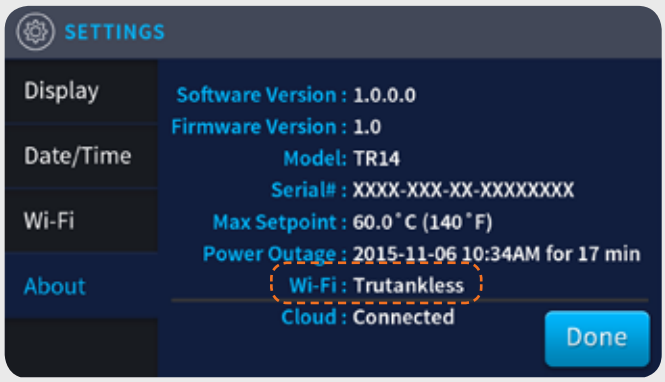
Tap the “Security Key”field to bring up the keyboard and enter your Wi-Fi network password.

Tap the “E-Mail”field to bring up the keyboard and enter the E-Mail you wish to register.

Tap “Done” when complete.

NOTE: The trutankless interface does not automatically offer a pre-populated menu of Wi-Fi networks from which to choose from. You must key in your Wi-Fi network name precisely as it is designated. Any mistakes or omissions in the entry of the network name, including upper/lower case, special characters, and so forth, for which fails to match the exact network name will prevent the unit from recognizing your Wi-Fi network and the connection will not be made.

5 To confirm that the Wi-Fi connection has been made, tap “About” from the Left Navigation Menu. Your connection status to a Wi-Fi Network will be displayed at the bottom.



6 Your unit is online. You can return to the Home Screen by tapping “Done” button in the lower right corner of the screen.

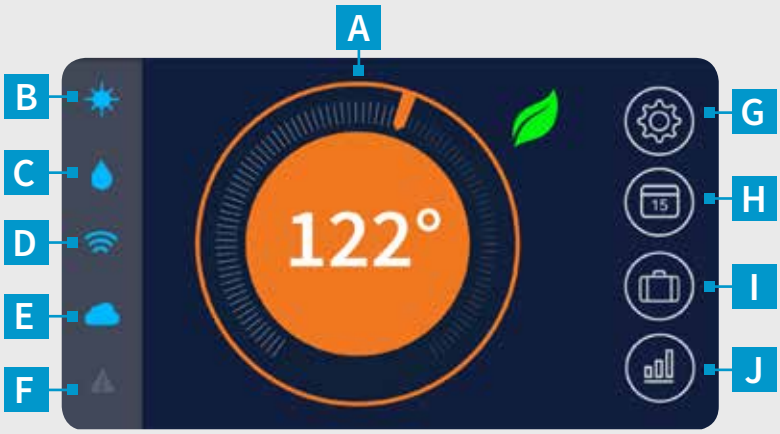
NOTE: You can also verify your connection to your Wi-Fi network at a glance by viewing the Status icons on the left of the Home Screen. If the connection is valid, the Wi-Fi icon will glow blue. If the unit has failed to connect, the icon will be dimmed. If necessary, repeat the Wi-Fi setup steps.

PROGRAMMING YOUR TRUTANKLESS® WATER HEATER

Your licensed contractor may have already set some basic system parameters, like date, time, and display units, at the time of installation. You can verify these settings to ensure the best performance from your trutankless water heater.

The LCD screen is the interface for all your programming needs. The default screen is the Home screen, from where all the programming features can be accessed.

- **A** Temperature Controller
- **B** Power Indicator
- **C** Water Flow Indicator
- **D** Wi-Fi Connection Indicator
- **E** Monitoring Service Indicator
- **F** Alert Indicator
- **G** Settings Screen
- **H** Peak/Off-Peak Screen
- **I** Away Screen
- **J** Data Screen



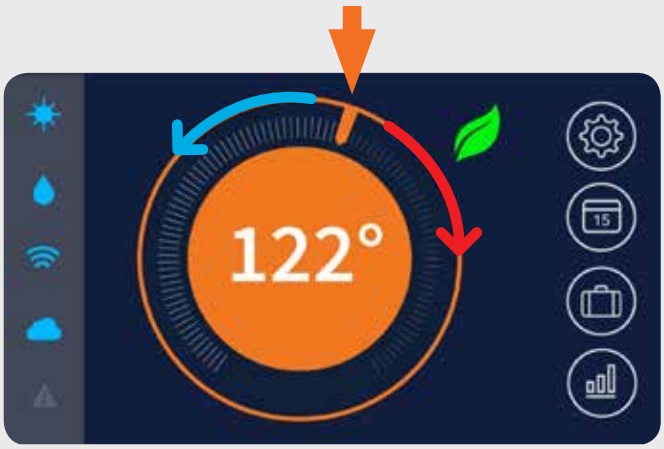
SETTING/ADJUSTING THE OPERATING TEMPERATURE

The trutankless unit comes preprogrammed for an initial temperature setting of 120°F (49°C). This set point can be changed via the Temperature Controller on the Home screen from 90°F to 140°F (32°C to 60°C), in single digit increments. Properly used, the trutankless Water Heater will deliver the desired temperature, even when the water flow varies, or when more than one hot water tap is open.

In multiple unit configurations, each controller can be individually programmed, but the heater can only deliver one water temperature at a time. Should the demand for hot water (flow) exceed the unit's capability, there will be a corresponding decrease in the temperature of the water delivered.

The Controller utilizes a touchscreen rotary adjustment.

Touch the indicator arrow and drag clockwise (right) to **INCREASE** the temperature; drag counterclockwise (left) to **DECREASE** the temperature.



As you set the temperature, the outer ring lights up turning the dial.

As the water heats up, the color fills in the white lines based on the power percentage.

Once trutankless reaches the set point, the center lights up.

0˚ - 110˚F 110˚ - 130˚F > 130˚F

The color of the dial is coded to change to visually indicate the temperature of the water.

***Suggested Temperature Settings:**
Kitchen: 110°- 130°F (43°- 54°C)
Shower: 98°- 114°F (36°- 45°C)
Bath: 102°- 110°F (39°- 43°C)

*These temperatures are only suggestions. You may use higher or lower temperatures to suit your needs. Remember that maintaining lower hot water temperatures will save additional energy. The efficiency of the heater is not affected by mixing in cold water at the point of use because the trutankless will simply detect a lower flow through the heater and adjust the power accordingly. Most users find a happy medium by setting their unit at 120°F.

SETTINGS SCREEN

From the Home screen, you may access the Settings screen by tapping the Gear icon at the top of the Right Navigation Bar.

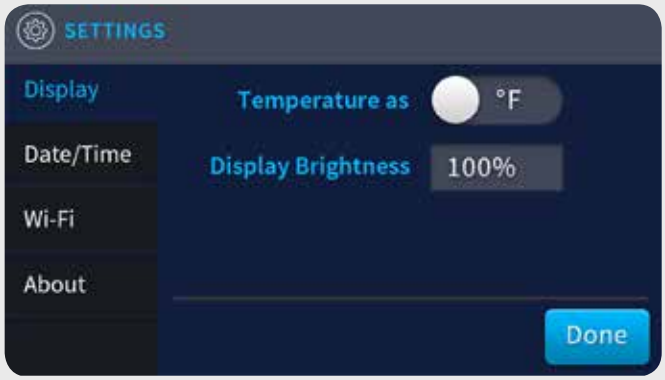
When you enter the Settings window, by default the Display window is visible at the top level.

DISPLAY

Tap the "Temperature as" switch to toggle between Fahrenheit and Celsius as they will be displayed on the Home screen.

Touch the "Display Brightness" field to bring up the percentage menu and scroll to the desired backlight percentage for the LCD screen.

The characters will become highlighted and larger when they are selected.



DATE/TIME

From the Settings screen, tap "Date/Time" in the left navigation menu to bring up the Date/Time window.

Tap the "Time Display" switch to toggle between AM/PM or 24-Hour time display options.

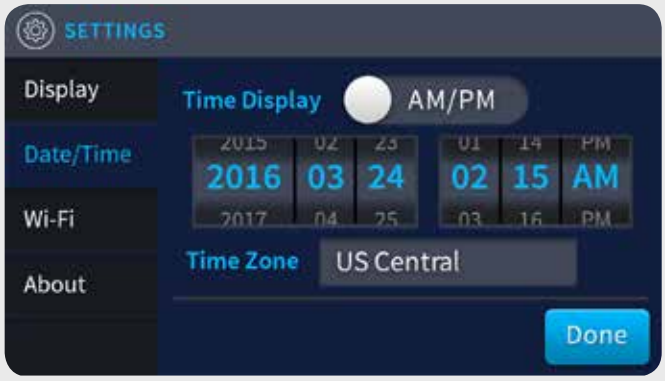
Touch and drag in the Year, Month and Day fields to scroll to go through the figures and set the desired date. The characters will become highlighted and larger when they are selected.

Touch and drag the Hour and Minute fields to scroll through the figures and set the desired time. The characters will become highlighted and larger when they are selected.

NOTE: The AM/PM field is dynamic and will only be present when AM/PM is the selected Time Display.

Touch the "Time Zone" field to reveal a drop down menu of time zones and drag to scroll through the menu to the desired zone. The characters will become highlighted and larger when they are selected.

NOTE: Setting the correct Date/Time and Time Zone iscritical to utilizing the Peak/Off-Peak Energy Saving features, and for proper reporting when connected to the Bollente Monitoring Service.



Wi-Fi

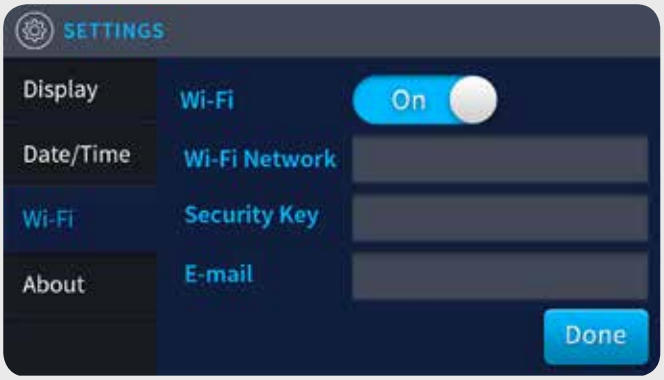
From the Settings screen, tap "Wi-Fi" in the left Navigation menu to bring up the Wi-Fi window.
Tap the 'Wi-Fi button' to toggle between on and off to enable/disable Wi-Fi connection.

Tap the 'Wi-Fi Network' field to bring up a keyboard to key in the name of a wireless network. Tap the Done key when finished.

Tap the "Security Key" field to bring up a keyboard to key in the password of the designated wireless network.

Tap the "Done" key when finished.

NOTE: For more information about making a Wi-Fi connection, see "CONNECTING THE UNIT TO THE INTERNET" section on page 2.



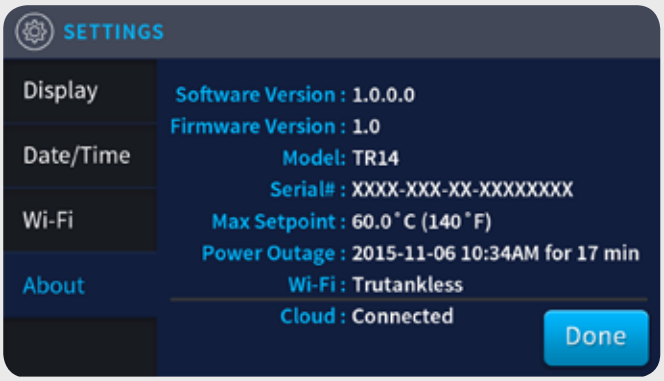
ABOUT

From the Settings screen, tap "About" in the left Navigation menu.

The About window has no interactive controls but contains pertinent information specifically to that trutankless unit and how that unit is configured.

This information may be important when communicating with a service professional.

Tap "Done" to return to the Home screen.



PEAK/OFF-PEAK SCREEN

One of the most valuable features of the trutankless Water Heater is its Energy Saving Programming functionality. The unit has the ability to control the amount of energy used to heat the water flowing through the unit. The owner can control the amount of power utilized during "Peak" and "Off-Peak" hours as set by the local utility company.

From the Home screen, tap the Calendar icon in the Right Navigation Bar to access the Peak/Off Peak Setting screen.

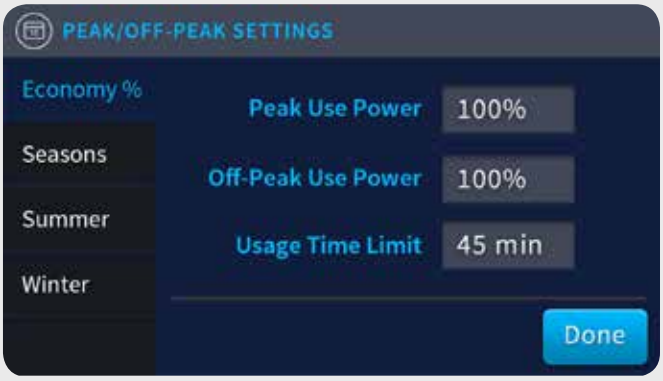
By default, the Economy window is visible at the top level.

If COMFORT mode is desired, both the Peak and Off-peak Use Power settings should be set at 100%. If a more energy efficient mode is desired, simply change the Use Power percentages down to a maximum desired level for Peak and Off-Peak times. By programming these modes based on weekday and weekend schedules, you can take advantage of the discount hours the utility companies offer. Use the following options to enable Energy Savings Programming.

ECONOMY %

To set the power percentage that will be allowed during peak and off-peak times, touch the "Peak Use Power" and/or "Off-Peak Use Power" fields to bring up a drop down menu and scroll to the desired percentage. The characters will become highlighted and larger when they are selected.

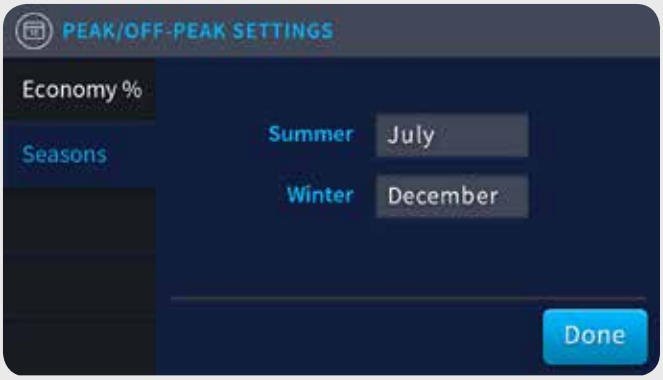
To define the times of day that Peak Use Power setting will be in effect, tap "Peak Times" in the Left Navigation bar to bring up the Peak Times window.



PEAK TIMES

The Peak times window allows you to set up to two (2) peak use times daily. To set the start and stop times, touch the "Begin" and "Off" screens to bring up drop down menus and scroll to the desired times. The characters will become highlighted and larger when they are selected.

Tap "Done" to return to the Home screen.



AWAY SCREEN

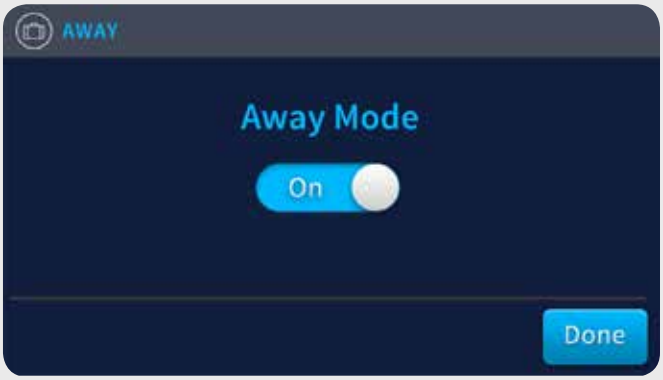
Putting your trutankless unit in Away Mode tells the unit that it should not expect water to flow through it while the mode is ON. The unit will send alerts to the Bollente Monitoring Service if it detects a flow of water, an indication that there might be some unusual or inappropriate activity (such as, a pipe has burst or someone left a hot water tap on.) The homeowner can make appropriate decisions if this alert is sent to them.

From the Home screen, tap the Suitcase icon in the Right Navigation Bar to access the Away screen.

AWAY

Tap the "Away Mode" switch to toggle between On and Off.

Tap "Done" to return to the Home screen.



DATA SCREEN

The Data screen provides the trutankless unit owner with a variety of valuable information regarding the performance of the unit. It displays trend graphs and real-time values for easy monitoring and diagnosis of the unit's operating condition, as well as water use statistics.

From the Home screen, tap the Graph icon in the Right Navigation Bar to access the Data screen.

By default, the Usage window is visible at the top level.

NOTE: Real-time information is updated every 60 seconds.

USAGE

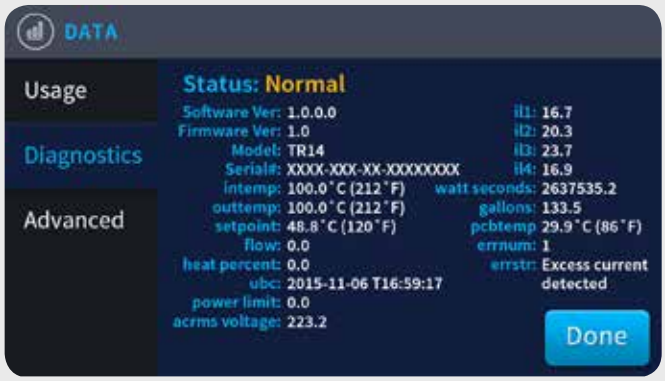
The Usage window broadcasts the Trend Graph, which displays useful history of water flow (GPM) and kilowatt hours (kWh) over the previous 24 hours.

Complete reporting of history can be obtained via the Bollente Monitoring Service.

DIAGNOTICS

The Diagnostics Screen report real time data to the homeowner or service professional. The following conditions are normally displayed:

- **Intemp:** Incoming Water Temperature
- **Outtemp:** Outgoing Water Temperature
- **Setpoint:** Desired Temperature Set point (as defined by the Temperature Controller on the Home Screen)
- **Flow:** Water Flow (GPM)
- **Heatpercent:** Amount of available power being applied to the heating elements
- **Powerlimit:** Power is limited to this percentage at this time
- **Acrmsvoltage:** Incoming AC Voltage to the unit
- **iL1 — iL4:** Sensed current (AMPS) on each of the elements
- **wattseconds:** Totalizer of the number of watts used per second since installation
- **gallons:** Totalizer of the number of gallons used since installation
- **errnum:** Error code
- **errstr:** Highest priority alert with reference to error code (if any exist)



ADVANCED

To set the power percentage that will be allowed during
The Advanced Screen provides service professionals with test and factory reset capability.

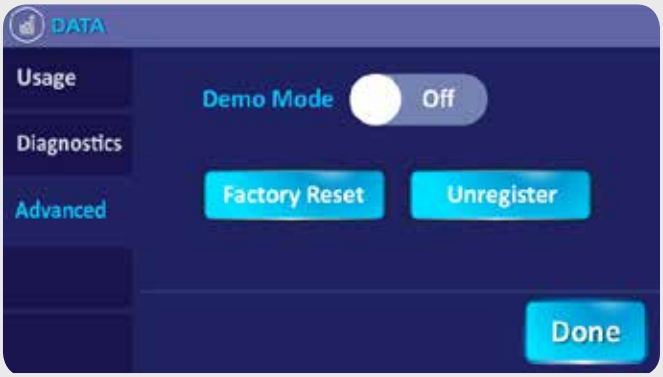
The following conditions are normally displayed:

DEMO MODE

Demo mode is a feature that is only used by service professionals to test functions of the screen. When Demo Mode is ON, the unit will not heat water. The end user should not active this mode. Leave the toggle switch set to OFF.

FACTORY RESET

Factory reset will return the unit to its factory setting.



ALERT CONDITIONS

The Model TR/TC will alert the homeowner if it senses a fault condition both audibly and visually. In addition to these "local" alerts, the Bollente Monitoring Service can sense them. In the case of the latter, options exist that allow the homeowner to receive alert message via their cell phone or email.

POTENTIAL SENSOR FAILURES

The following sensors are monitored for proper operation:

- Incoming water temperature sensor
- Outgoing water temperature sensor
- Temperature of the Printed Circuit Board (PCB)
- Voltage Level over 250VAC
- Heating Elements 1 through 4
- Leak Sensor

OTHER ALERTS

In addition to the sensors monitored, alerts will be flagged for the following items:

- Continuous flow over the specified allowable time
- Continuous heat over the specified allowable time
- No temperature rise detected
- Elements 1 through 4 operating properly
- Startup Lockout
- Disabled
- Anti-freeze
- Overtemp sensor or watchdog Alert

FREEZE GUARD PROTECTION MODE

The MODEL TR/TC trutankless Residential Water Heater is designed such that, should the water temperature at either the inlet or outlet cool to 41°F (5°C), the heater automatically warms the water to approximately 45°F (7°C). This cycle will continue for as long as the unit experiences temperatures near the freezing point.

If the main power to the heater is off, the freeze guard protection feature will not operate. The freeze protection circuit protects the heater only and is not sufficient protection for water connections to and from the heater, including the Flow Sensor and other optional devices. Any damage to the heater caused by freezing is not covered by warranty as it is the responsibility of the user to ensure the heater is installed in an environment protected from freezing.

LEAK SENSOR

A leak sensor is built into the controller circuitry on the interconnect module and activates if it senses moisture. When this happens, the controller starts an audible alarm, displays an on-screen message, sends an alert, if desired, and disconnects the power within the MODEL TR/TC unit. When power is disconnected within the heater it will not heat water. This option is particularly useful in condominium or high-rise applications where damage from flooding can be significant.

HOME.TRUTANKLESS.COM USER GUIDE

LOGGING IN TO YOUR ACCOUNT

After you register your unit, your temporary password will be sent to the email address you have on file. To login to your account, go to home.trutankless.com.

1 Once you enter your email address and temporary password, you will be prompted to change your password
and also prompted to accept the terms of service.

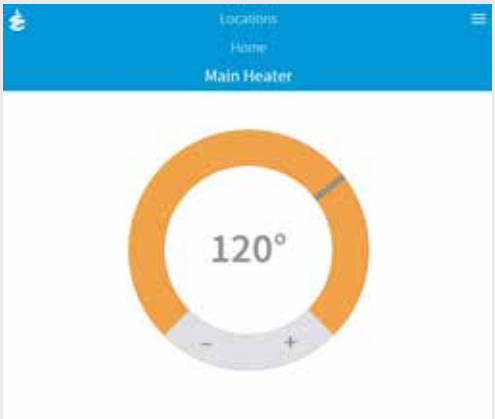
Read through the terms of service, click accept, then press **SUBMIT.**

2 The system will then automatically take you to the Dashboard. The Dashboard is your account home page.

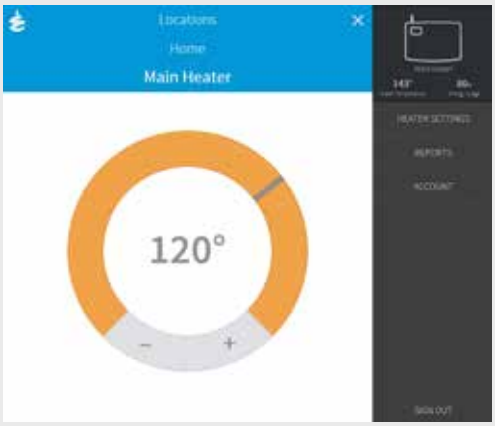
From the Dashboard you can see the status of your unit, adjust the temperature set point on your unit, and see real time and historical usage data.

3 By pressing the System Status icon, you will be able to adjust the temperature in real time for your system.

To adjust the set point for your system, simply press “+” or “-”to set the desired temperature.



4 By pressing the top right menu, you will be able to access the “HEATER SETTINGS”, “REPORTS”, and“ACCOUNT”



REPORTS

With every minute that passes, your system calculates the gallons used and reports it on the Gallons per Minute report. To see historical usage data on your system, scroll down to the bottom of the page and and click the Next button to access the Usage Report under that report feed.

The Usage Report shows the history of your unit and the number of gallons used each day. This report allows you to select time periods to compare to your current usage and lets you see trends in your water usage patterns for your location.

TECHNICAL DATA

ELECTRICAL DATA

Voltage	208 - 240 VAC
Phase	Single, 50/60 Hz
Wattage	12.5 - 36.0 kW
Max. Amp, Load	40A x 4=160A
Min. Circuit Breaker Size	(See Table)
Required Wire Size	(See Table)

INLET WATER DATA

Max. Inlet Temperature °F (°C)	131 (55)
Water Flow to Activate Unit = GPM (=LPM)	0.2 (.76)
Max. GPM = GPM (= LPM)	7.5 (28)
Max. Working Pressure PSI (bar)	80 (5.5)
Tested to Pressure PSI (bar)	150 (10.34)

MECHANICAL DATA

Residential Weight lbs. (kg)	35.3 (16)
Commercial Weight lbs. (kg)	35.9 (16.3)
Dimensions HxWxD inches (cm)	17.3 x 23.74 x 5.5 (44.1 x 60.3 x 14)

SPECIFICATIONS

Model	Height	Width	Depth	Weight	Amperage	Voltage Range	kW Range	Main Panel Size	Breakers (two pole)	Copper Wire [optional]	Plumbing Fittings
TR36	17.3"	23.74"	5.5"	35.3 lbs	160	220 - 240	31.8 - 36.0	> 200 A	(2) 80A	(4) #4 AWG	Threaded 3/4" NPT
TR29	17.3”	23.74"	5.5"	35.3 lbs	120	220 - 240	26.4 - 28.8	200A	(1) 125A [(2) 60A]	(2) #2 AWG [(4) #6 AWG)]	Threaded 3/4" NPT
TR24	17.3"	23.74"	5.5"	35.3 lbs	100	220 - 240	22.0 - 24.0	200A	(1) 100A [(2) 50A]	(2) #2 AWG [(4) #6 AWG]	Threaded 3/4" NPT
TR20	17.3"	23.74"	5.5"	35.3 lbs	80	220 - 240	17.6 - 19.2	150A	(1) 80A [(2) 40A]	(2) #4 AWG [(4) #8 AWG]	Threaded 3/4" NPT
TR15	17.3"	23.74"	5.5"	35.3 lbs	60	220 - 240	13.2 - 14.4	125A	(1) 60A [(2) 30A]	(2) #6 AWG [(4) #8 AWG]	Threaded 3/4" NPT

Model	Height	Width	Depth	Weight	Amperage	Voltage Range	kW Range	Main Panel Size	Breakers (two pole)	Copper Wire [optional]	Plumbing Fittings
TC33	17.3"	23.74"	5.5"	35.9 lbs	160	208	33.3	> 200A	(2) 80A	(4) #4 AWG	Threaded 3/4" NPT
TC25	17.3"	23.74"	5.5"	35.9 lbs	120	208	25.0	200A	(1) 125A [(2) 60A]	(2) #2 AWG [(4) #6 AWG)]	Threaded 3/4" NPT
TC21	17.3"	23.74"	5.5"	35.9 lbs	100	208	20.8	200A	(1) 100 A [(2) 50A]	(2) #2 AWG [(4) #6 AWG]	Threaded 3/4" NPT
TC17	17.3"	23.74"	5.5"	35.9 lbs	80	208	16.6	150A	(1) 80A [(2) 40A]	(2) #4 AWG [(4) #8 AWG]	Threaded 3/4" NPT
TC13	17.3"	23.74"	5.5"	35.9 lbs	60	208	12.5	125A	(1) 60A [(2) 30A]	(2) #6 AWG [(4) #8 AWG]	Threaded 3/4" NPT

NOTE: Tankless water heaters are considered a non-continuous load
NOTE: Conductors should be sized to maintain a voltage drop of less than 3% under load
NOTE: American Wire Gauge (AWG) Tables are available at http://en.wikipedia.org/wiki/American_wire_gauge#Tables_of_AWG_wire_sizes

TROUBLESHOOTING

The following is a list of the most frequent fault conditions and the possible corrective action. If you are not able to resolve a problem please contact us toll free at 855-TO-BUY-TRU (855-862-8987) before removing the unit from the wall.

PROBLEM	CAUSE	SOLUTION
No hot water	Circuit breakers off	• Turn circuit breaker on
	Startup Lockout mode	• Needs two (2) minutes of flow after being powered up
	Not enough flow rate to activate unit	• Increase flow over .02GPM
	Water supply is turned off	• Turn water on • Verify by visual indication at Flow Sensor
Water is not hot — No alarms	Power is off	• Verify that the main breaker and MODEL TR/TC circuit breakers are on. ON is red, OFF is green.
	Settings have been adjusted	• Adjust Temp setting. Optimal temp setting is 115º - 120º F (46.1º - 48.8º C) • Adjust Use Limits – Time and Flow • If condition persists, notify your licensed contractor or authorized service technician.
	Element Fault	• Replace element
	Too high of flow rate	• Decrease flow rate at point of use
Alarms/Alerts	Thermal Cut Out Failed	• Thermal Cut Out Switch will reset automatically once out temp decreases. • Reduce Temperature Setpoint
	Temperature Sensor Failed	• Inspect “FAIL”ed sensor for connectivity (requires removing the cover) • If condition persists, notify your licensed contractor or authorized service technician.
	Unit Leaking	• Turn off unit at main breaker and notify your licensed contractor or authorized service technician.
Flow Meter not turning	Flow Meter clogged	• Disconnect the power and water to the unit. • Remove the cover of the unit by loosening the four screws (two at top and two at bottom) • Remove the flow meter face-plate (Allen wrench required). • Remove the O-ring. Remove the white flywheel. • Clean the flow meter parts and internal housing. Reinstall; make sure the associated O-ring is properly seated. A thin coat of lubricant will help to seat the seal. DO NOT overtighten Allen screws when reassembling. • If condition persists, notify your licensed contractor or authorized service technician.
	Inlet screen clogged	• Clean inlet screen at unit

INSTALLATION & MAINTENANCE

INTRODUCTION

Thank you for purchasing the trutankless Model TR/TC Water Heater. The Model TR/TC is a sophisticated, yet easy to operate, water heating system that will provide years of trouble-free service.

The Model TR/TC water heater will reduce overall energy usage right out of the box by eliminating the standy-by loss that is common to tank heaters, and it delivers even more energy savings with peak and off peak programming that can take advantage of usage savings plans offered by many power companies. This unit, when installed and maintained properly, will provide years of use and efficient hot water generation in an eco-friendly manner. It is extremely important to follow the installation and maintenance section carefully.

THE MODEL TR/TC HAS MANY UNIQUE FEATURES:

- Compact wall-mounted installation (No venting required)
- Digital dial control setting of water temperature
- Supplies continuous hot water at a constant temperature
- Monitor performance settings for power used by your heater
- Startup lockout delay timer
- English-language screen display; simple messages
- US or Metric units display
- Drip sensor alert for leak detection
- High quality, energy efficient appliance
- Quiet operation
- Notifications and alerts
- Dashboard monitoring

BEFORE YOU BEGIN

THIS MANUAL MUST BE READ CAREFULLY AND BEFORE ATTEMPTING TO INSTALL THE WATER HEATER. IF YOU DO NOT FOLLOW THE SAFETY RULES OR THE INSTRUCTIONS OUTLINED IN THIS MANUAL, THE UNIT MAY NOT OPERATE PROPERLY AND IT COULD CAUSE PROPERTY DAMAGE, SERIOUS BODILY INJURY AND/OR DEATH!

BOLLENTE, INC. WILL NOT BE LIABLE FOR ANY DAMAGES BECAUSE OF FAILURE TO COMPLY WITH THE INSTALLATION AND OPERATING INSTRUCTIONS OUTLINED IN THIS MANUAL OR BECAUSE OF IMPROPER USE. IMPROPER USE INCLUDES THE USE OF THIS APPLIANCE TO HEAT ANY LIQUID OTHER THAN WATER. FAILURE TO COMPLY WITH THE INSTALLATION AND OPERATING INSTRUCTIONS OR IMPROPER USE VOIDS THE WARRANTY.

IF YOU HAVE ANY QUESTIONS REGARDING THE INSTALLATION OR OPERATION OF THIS WATER HEATER, OR IF YOU NEED ANY ADDITIONAL INSTALLATION MANUALS, PLEASE CALL OUR TECHNICAL SERVICE LINE ON 855-TO-BUY-TRU (855-862-8987).

NOTE: The sections Installation and Maintenance in this manual are intended for contractors, plumbers and electricians only. All other sections are intended for homeowners, contractors, plumbers and electricians.

INSTALLATION

Before removing the old tank water heater and undertaking installation, unbox the unit. Remove all parts from the box and ensure all parts are included.

CAUTION: It is required that a licensed plumber and electrician install the unit and that all pertinent regional building codes be followed. Please read each of the following notices and caution messages below before continuing with the installation of this unit as they pertain to safety considerations.

PRECAUTIONS FOR SELECTING A LOCATION & INSTALLATION

In general, the trutankless unit can be installed in the same location where the old tank water heater was located. However, to ensure safe, trouble-free performance and keep the warranty in effect, the following precautions must be observed:

1. The trutankless unit must be installed where minimum clearances can be met and indoors or under cover where it is protected from the elements and extreme weather. Do not install the unit where it will be exposed to direct sunlight, rain, snow, hail, salt spray, blowing sand, etc.

2. The unit MUST be installed in an upright orientation with the water fittings positioned below and pointing downward.

CORRECT

INCORRECT

INCORRECT

WARNING: Do not install the unit where it would routinely be splashed with water. Avoid the potential for exposure of the unit to dripping water or collection of condensation. **ELECTRIC SHOCK MAY RESULT**.

3 Hot water outlet pipes leaving unit can be hot to the touch. Insulation must be used for hot water pipes located 36˝ (92 cm) or less from ground level due to burn risk to children.

SAFETY NOTE: Commercial units (TC Series) are designed for commercial settings only, and can be set as high as 180°F (82° C) for industrial processes including sterilization of equipment and utensils. EXTREME CARE should be taken when setting temperatures higher than 140°F (60°C), such temperatures should not be directly used in the shower or intended for contact with skin, there is risk of injury.

4 Bollente strongly suggests installing an appropriate Temperature, Pressure and Relief (TP&R) safety valve per local code. Consult your plumber or professional service provider.

5 This unit should not be installed in a location where it may be exposed to freezing temperatures (less than 32°F (0°C).)

CAUTION: This unit comes equipped with freeze protection. However, in the event that electrical power is lost or is disconnected from the unit, there is NO freeze protection. FREEZE PROTECTION OF THE WATER HEATER IS ONLY POSSIBLE WHEN ELECTRICITY AND NORMAL WATER HEATER FUNCTIONS ARE ENABLED. If you expect freezing conditions while electrical supply is interrupted, WATER MUST BE COMPLETELY DRAINED FROM WATER HEATER.

The installation of auto drain down solenoid valves is optional. However, Bollente strongly recommends that these valves be installed so that water may be drained from the unit to prevent damage from freezing in case the normal freeze protection should become disabled. If the valves are not installed, then any product damage due to freezing will not be covered by the warranty.

FAILURE TO COMPLY WITH THIS INSTRUCTION VOIDS ALL WARRANTIES.

6 The unit should be located in an area where water leakage from the unit or connections will not result in damage to the area adjacent to the unit. If such a location cannot be avoided it is recommended that a drain pan be installed under the unit.

7 Electrical service to the model BR/BC trutankless water heater must be in accordance with all applicable national electric safety codes, state/provincial and local electric and building codes.

NOTE: Bollente recommends you place the unit near the electrical service panel. A licensed contractor can help you choose the unit location and which chassis electrical access point is best suited for your installation.

8 Place the unit where it will not be struck by objects and away from other sources of heat.

9 Install the unit where it can be mounted at eye level to allow easy access to the touch screen display for reading and programming controls.

10 The unit must be mounted to wall studs or other structural member, or with wall anchors appropriate for the type of wall surface and sufficient to securely hold forty pounds if there is no convenient structural member available.

WARNING: Failure to comply with this requirement may result in the unit falling from the wall, creating the possiblity of personal injury or death.

11 trutankless electric water heaters are designed for a very long service life, but actual life expectancy will be directly affected by water quality and use. If you do not already know the quality of your water, we advise testing (your water department may be able to assist). Especially in areas where the water hardness exceeds 180 PPM or 10.5 grains/gallons, installing a non-salt based softener or polyphosphate in-line filter may prolong the life of your unit.

12 The commercial version of the water heater is generally used in hotel, swimming pool and other places of large; The commercial version of the water heater for shower use, set the temperature too high, there is a risk of burns;

MOUNTING THE UNIT

The MODEL TR&TC units require the following minimum physical clearances:

- Front: 24″ (61 cm)
- Back: 0″ (0 cm)
- Sides: 1″ (2.5 cm)
- Top: 10″ (25.4 cm) [18″ (45.7 cm) recommended]
- Bottom: 15.5″ (39.4 cm) [24″ (61 cm) recommended]

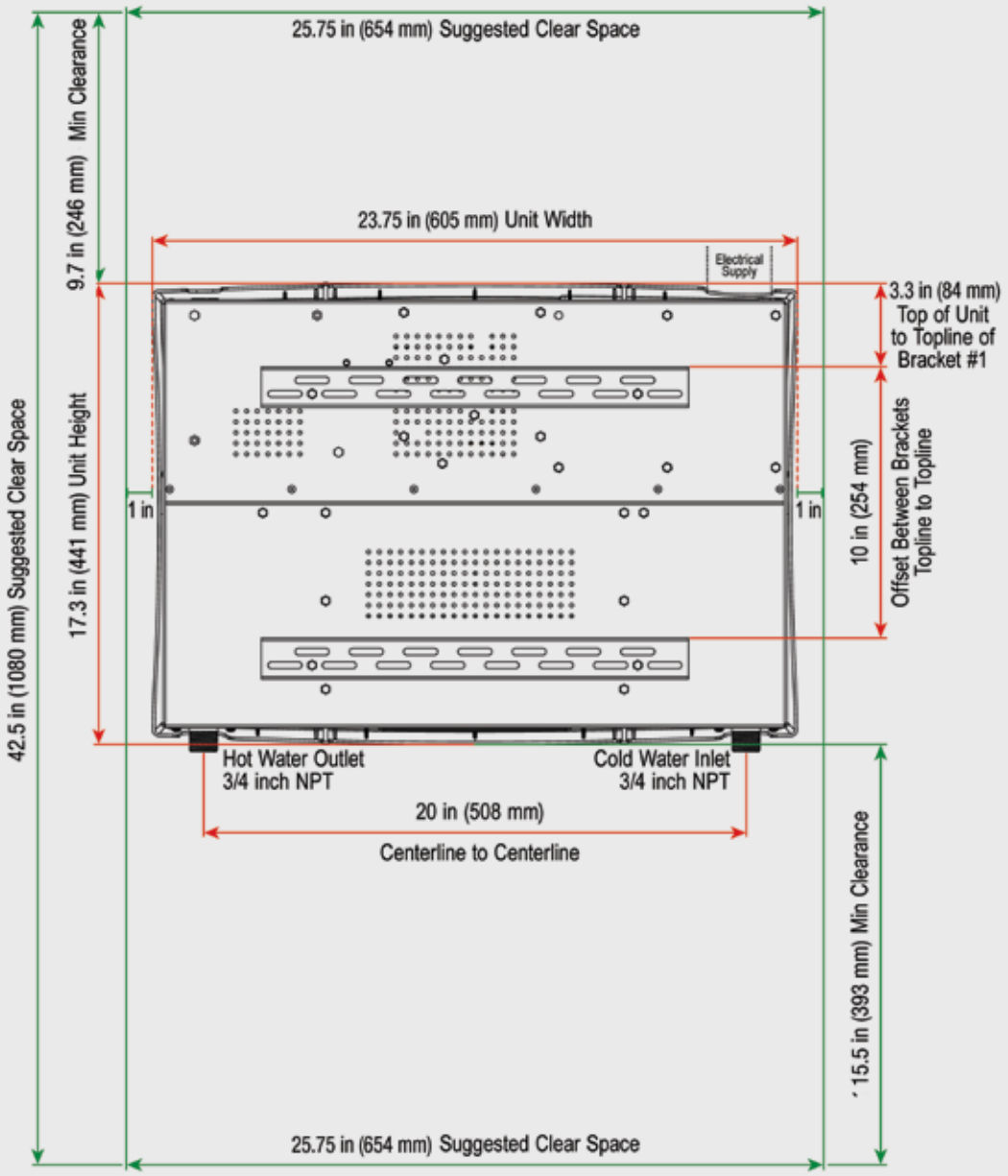


Figure 1. Physical Clearances

1 Affix the mounting brackets to the wall, using the dimensions in figure 1 to help position the system. Brackets must be mounted to wall studs or with wall anchors appropriate for the type of wall surface if there no convenient wood stud behind the surface.

Figure 2. Mounting Brackets

2 Remove the cover from the unit and set it aside. The trutankless unit has four (4) slots on the back panel that fit over corresponding hooks located on the the top edge of each wall bracket. One of the two brackets supplied with the trutankless unit has two (2) truss head Philips machine screws lightly threaded into it. Remove these two screws and carefully set aside.

3 Lift the unit and center it over the brackets. Align the slots on the back above the top line of the brackets, flush with the wall, and lower the unit until the arcs of the hooks are fully resting in the slots. (See Figure 1.) Ensure that all 4 hooks are in place. Line up the bottom screw holes with the corresponding holes on the lower bracket by sliding the unit left or right on the brackets if necessary to center it, and then install the two (2) truss head screws — tightening with a Philips head screwdriver.

Figure 3. Tightening the Mounting Screws

4 The trutankless unit is now securely affixed to the wall.

CONNECTING THE WATER SUPPLY

NOTE: Bollente recommends covering the unit with plastic or other impermeable sheeting until all water connections have been installed and tested, to protect the internal parts from potential leaks. Leave the tubing manifold connections uncovered for access.

The unit must be connected to the local potable water supply.

The MODEL TR/TC has two plumbing connections:

- 3/4 ″ MNPT male (blue) cold water supply inlet (leftmost when facing the unit)
- 3/4 ″ MNPT male (red) hot water outlet

Figure 4. Plumbing Connections

1

Cold Water Inlet Connection (Blue Arrow)
First, connect the inflowing Cold Water Supply to the INLET connection, indicated by the Blue “Inlet Water” tag. This is accomplished by connecting the recommended ¾ ″ x 12 ″ stainless steel braided flex hose from the potable cold water supply to the unit’s ¾ ″ NPT inlet. Using a wrench, attach the stainless flex lines to the inlet connection.

NOTE: Take care to NOT over-torque these connections (both cold and hot.) Doing so induces stress on the heating manifold assembly. Manifolds damaged by over-tightening these connections are NOT covered by warranty.

2

Hot Water Outlet Connection (Red Arrow)
Next, connect the outflowing Hot Water Supply main to the Outlet connection, indicated by the Red "Outlet Water" tag. This is accomplished in a manner identical to connecting the inlet supply.

Turn on the water supply to the system. Open a hot water tap in the house to allow water to flow.

NOTE: Outflowing water will be cold at this point of installation. Water will not flow hot until electrical supply is connected. Verify that the inlet and outlet connections are leak-free, both with water flowing and with the water flow stopped. Maintain water pressure and check for leaks for a minimum of ten (10) minutes. If a slight leak is noted at either of the stainless steel flexible line connection points, carefully tighten further with both wrenches as noted above.

3

Pressure Relief Value
A pressure relief valve is not provided with your MODEL BR/BC unit. If local codes require a pressure relief valve to be installed, simply remove the ¾″ NPT cap covering the top end-cap pipe nipple and install a ¾" NPT standard female coupling.

This should then be connected to an external drain as per local code requirements.

4

The trutankless TR/TC unit plumbing connections are now completed.

ELECTRICAL CONNECTIONS

ELECTRICAL REFERENCE		OPTION 1		OPTION 2	
Model	Maximum Amperage	Minimum Breaker Size	Minimum Wire Size	Minimum Breaker Size	Minimum Wire Size
TR36/TC33	160	2 x 80 Amp 2-Pole Breakers	4 x #4 Ga. Copper		
TR29/TC25	120	2 x 60 Amp 2-Pole Breakers	4 x #6 Ga. Copper	1 x 125 Amp 2-Pole Breakers	2 x #2 Ga. Copper
TR24/TC21	100	2 x 50 Amp 2-Pole Breakers	4 x #6 Ga. Copper	1 x 100 Amp 2-Pole Breakers	2 x #2 Ga. Copper
TR20/TC17	80	2 x 40 Amp 2-Pole Breakers	4 x #8 Ga. Copper	1 x 80 Amp 2-Pole Breakers	2 x #4 Ga. Copper
TR15/TC13	60	2 x 30 Amp 2-Pole Breakers	4 x #8 Ga. Copper	1 x 60 Amp 2-Pole Breakers	2 x #6 Ga. Copper

ABOVE INFORMATION IS MEANT ONLY AS A GUIDELINE AND SHOULD NOT BE RELIED UPON TO GUARANTEE SAFETY OF INSTALLATION OR CODE COMPLIANCE. ELECTRICAL WIRING SHOULD ONLY BE PERFORMED BY A QUALIFIED AND PROPERLY LICENSED CONTRACTOR. PLEASE ENSURE YOUR TRUTANKLESS MODEL IS PROPERLY WIRED ACCORDING TO LOCAL AND NATIONAL ELECTRICAL CODES. IMPROPER ELECTRICAL INSTALLATION COULD CAUSE DAMAGE TO PROPERTY AND MAY RESULT IN PERSONAL INJURY OR DEATH.

NOTE: Electrical service connection to the unit must be performed by a licensed contractor in accordance with all applicable National Electric Safety Codes, and all state/provincial and local electrical codes.

WARNING: This heating apparatus is an electrically powered high voltage and high current device. It is intended to be installedby a qualified and licensed contractor only. Failure to install this unit in accordance with all applicable codes and requirements may result in personal injury or death.

WARNING: Make sure the main power is OFF before proceeding with the electrical serviceconnection to the system.

NOTE: We strongly recommend the use of copper conductors only.

NOTE: Electrical connections should be made ONLY after the water system is connected and is tested to be leak-free; all appropriate fittings are installed; and the required AWG copper wires have been routed to the trutankless MODEL BR/BCWater Heater.

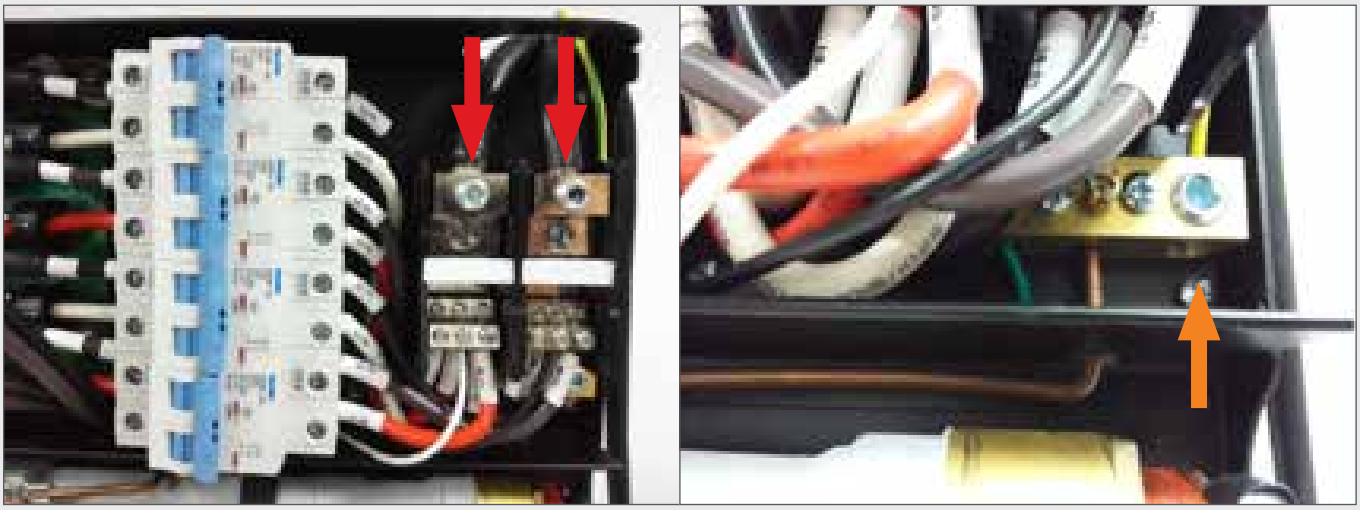
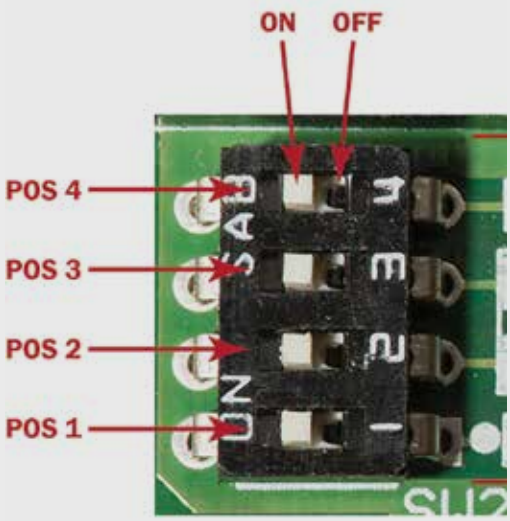


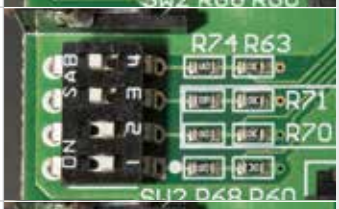
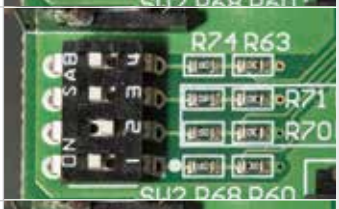
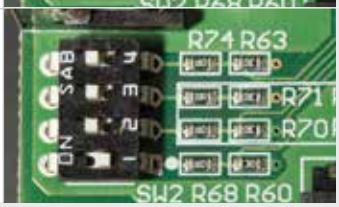
Figure 5. Wiring Connections: L1, L2 (Red Arrow) & Ground (Orange Arrow)

PRODUCT MODEL SETTINGS

IMPORTANT: IDEAL PERFORMANCE OF THE TRUTANKLESS SYSTEM DEPENDS ON COMPLIANCE WITH THIS SECTION.

The DIP switch positions determine the performance parameters of the unit model. To ensure proper installation and system operation, the unit must be configured using the dip switches settings specified in figure below and pictured in the table on the following page. Following these instructions and properly setting the DIP switches at installation is extremely critical to the proper functioning of the system and will ensure ideal temperature rise and flow rate maximums.



ELECTRICAL REFERENCE		OPTION 1		OPTION 2		DIP SWITCH CONFIGURATION
Model	Maximum Amperage	Minimum Breaker Size	Minimum Wire Size	Minimum Breaker Size	Minimum Wire Size	
TR36/TC33	160	2 x 80 Amp 2-Pole Breakers	4 x #4 Ga. Copper			
TR29/TC25	120	2 x 60 Amp 2-Pole Breakers	4 x #6 Ga. Copper	1 x 125 Amp 2-Pole Breakers	2 x #2 Ga. Copper	
TR24/TC21	100	2 x 50 Amp 2-Pole Breakers	4 x #6 Ga. Copper	1 x 100 Amp 2-Pole Breakers	2 x #2 Ga. Copper	
TR20/TC17	80	2 x 40 Amp 2-Pole Breakers	4 x #8 Ga. Copper	1 x 80 Amp 2-Pole Breakers	2 x #4 Ga. Copper	
TR15/TC13	60	2 x 30 Amp 2-Pole Breakers	4 x #8 Ga. Copper	1 x 60 Amp 2-Pole Breakers	2 x #6 Ga. Copper	

COMPLETING THE INSTALLATION

1 Confirm that the cold water supply main is turned on and that main power is connected to the unit.

2 Replace the outer cover of the unit by lining up the cutouts with their corresponding pipe connectors, etc., and sliding it into place. Tighten the four (4) truss head screws (two at bottom of unit and two at top) until comfortably snug. Do not over tighten. Only now is trutankless MODEL BR/BC Water Heater ready for power-up and configuration.

3 Switch ON the main power circuit breakers.

4 Switch ON the trutankless unit circuit breakers. The controller powers up and the LCD screen displays the Startup screen for approximately 4 seconds.

5 Open a hot water tap inside the building and allow it to flow for a minimum of two (2) minutes to purge air from HEX and protect unit from dry fire.

NOTE: The trutankless unit must sense active water flow before it will allow the elements to heat. The LCD screen will be in lockout mode for a period of 120 seconds (2 minutes) while the water fills the heating tubes completely and the startup sequence completes.

6 This completes the installation procedure. The trutankless Water Heater is now in service. Operation is as simple as opening a hot water tap. The unit will then begin heating water and can typically reach the set-point temperature in as little as 15-30 seconds.

NOTE: Remember that water already in the supply line may be cold, so it may take somewhat longer for the hot water to reach the faucet. Upon closing the hot water tap, the unit automatically returns to standby mode. That's all there is to operating your trutankless Water Heater!

MAINTENANCE

trutankless units have been designed maintenance free*, yet periodic system checks are recommended.

*In areas where the water hardness exceeds 180 PPM or 10.5 grains/gallons, a water softener or filter needs to be installed and system checks, particularly of sedimentation accumulation in the flow sensor, should be carried out annually. Failure to install a filtration or softening system in areas with very hard water voids this warranty completely.

SYSTEM CHECKUP

WARNING: Always turn off the power circuit breakers at BOTH the main electrical panel and at the unit access panel! High voltage is present in the system. Personal injury or death can result if caution is not taken!

The following items should be checked at each inspection:

- Flow Sensor (paddle wheel clear of any sediment)
- Breakers (corrosion)
- Inlet pipe connection (is it tight and dry?)
- Outlet pipe connection (is it tight and dry?)
- Flush Pipe Connection (is it tight and dry?)
- Surrounding heater – Clean and free of dust and debris

In case of an error message from the trutankless MODEL TR Residential Water Heater, turn off all the hot water faucets Wait for one minute. Turn a hot water faucet back on. If the error message persists, call your licensed contractor or authorized service technician.

DO NOT ATTEMPT TO SELF-SERVICE THE UNIT!

WARRANTY AND LEGAL

MANUFACTURERS LIMITED WARRANTY

Bollente, Inc.'s trutankless product has been manufactured under strict standards of workmanship and have gone through rigorous testing to ensure quality and reliability.

1. PRODUCT WARRANTY: Bollente, Inc., (hereinafter, "Bollente or Manufacturer") subject to the terms and conditions set forth in this limited warranty, warrants to the original purchaser at the original address or the authorized transferees (Transferee is defined as any owner of the residence which the trutankless unit has been installed during the term of this warranty) of such purchaser at the original address (collectively, the "Owner"), the trutankless (hereinafter, "trutankless or unit" to be free from (i) mechanical or electrical failure of any component solely due to defects in materials or Manufacturer's workmanship from the date of original purchase and (ii) leaks solely due to defects in materials or Manufacturer's workmanship from the date of original purchase or the date of Owner's occupancy of a new dwelling in which the trutankless Water Heater is installed. However, if Owner cannot document the original date of purchase with the original sales receipt, then the limited warranty period begins on the date the trutankless Water Heater was manufactured. As Owner's sole and exclusive remedy, Manufacturer shall, at Manufacturer's sole election, either repair or replace the trutankless Water Heater or the defective portion of such product. Manufacturer is not liable for any costs incurred by Owner, including, without limitation, the cost of any labor. All repairs or replacements must be performed by a Manufacturer-authorized installer or licensed contractor, using Bollente parts or Bollente approved parts. Manufacturer's maximum liability is limited to the value of the water heater. This limited warranty shall be governed by the laws of the United States.

2. COVERAGE TERM: Bollente warrants trutankless residential units (prefaced by a TR model number), and its Component Parts, to be free from all defects of all materials and workmanship for a period of Five Years from the date of original purchase or the date of Owner's occupancy of a new dwelling in which the trutankless Water Heater is installed. trutankless Commercial units (prefaced by a TC model number), and its Component Parts are warrantied to be free from all defects of all materials and workmanship for a period of Three Years from the date of original purchase. However, if Owner cannot document the original date of purchase with the original sales receipt, then the limited warranty period begins on the date the trutankless Water Heater was manufactured. Additionally, Bollente warrants the copper ceramic manifold from leaks solely due to defects in materials or workmanship for Lifetime of Owner.

Exclusions of Coverage from this Limited Warranty:

1. Manufacturer is not liable for any water damage or other damages arising, directly or indirectly, including but not limited to damage caused by frozen or broken water pipes in the event of equipment failure, resulting from any defect in the trutankless Water Heater component part(s) or from its use.
2. Manufacturer is not liable under this limited warranty or otherwise if:

a. The water heater is not installed by Manufacturer-authorized installer or licensed contractor; or
b. The water heater or any of its component parts have been subject to misuse, alteration, neglect or accident; or
c. Improper sizing; or
d. Using the water heater to heat chemically treated water like that found in a pool or spa; or
e. The water heater has not been installed in accordance with the applicable local plumbing and/or building code(s) and/or regulation(s); or
f. The water heater has not been installed or maintained in accordance with Manufacturer's printed instructions, or installed with improper orientation, improper fastening, improper use of pipe dope/plumbers putty or with the use of any non-Manufacturer approved sealant; or
g. The water heater has not been continuously supplied with potable water or the water's inlet temperature is in excess of 140°F (60°C), Manufacturer's recommended maximum temperature; or
h. The water heater experiences any water pressure or flow interruptions, normal inlet water pressure is outside of the published specification for the heater; is exposed to any condition that causes the heater to turn on before the air is purged from the heater also known as dry fire; or
i. If a water softener or filter was not installed in line before the cold water inlet in an area where water hardness exceeds 10.5 grains or 180PPM; or
j. The water heater has been exposed to conditions resulting from floods, earthquakes, winds, fire, freezing, lightning, electrical surges or circumstances beyond the Manufacturer's control including all acts of God; or
k. The water heater has been removed from its original installation location; or
l. The water heater has been used for other than the intended purpose; or
m. There have been changes or modifications in the appearance of the unit and the software and firmware installed; or
n. The installation of parts or accessories not supplied or designated by Bollente, Inc.; or
o. Damages or repairs required as a result of the use of components or accessories not compatible with this unit.

3. Owner, and not Manufacturer or its agent/representative, is liable for and shall pay for all field charges for labor or other expenses incurred in the removal and/or repair of the water heater or any expense incurred by Owner in order to repair the water heater.

3. LIMITATIONS OF REMEDIES AND DAMAGES: THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE WARRANTY MADE BY MANUFACTURER AND IS MADE IN LIEU OF ALL OTHER WARRANTIES, STATUTORY, EXPRESSED OR IMPLIED (WHETHER WRITTEN OR ORAL), INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MANUFACTURER EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. OWNER'S SOLE AND EXCLUSIVE REMEDY IS PRODUCT REPAIR OR REPLACED, AS PROVIDED IN THIS LIMITED WARRANTY, AND ALL OTHER CLAIMS FOR DAMAGES ARE EXCLUDED. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE ONLY REMEDIES AVAILABLE TO OWNER OR ANY PERSON FOR BREACH OF ANY COVENANT, DUTY OR OBLIGATION ON THE PART OF MANUFACTURER. MANUFACTURER IS NOT LIABLE TO OWNER OR ANY THIRD PARTY FOR ANY LOSS, PERSONAL INJURY OR PROPERTY DAMAGE, DIRECTLY OR INDIRECTLY, ARISING FROM THE TRUTANKLES® WATER HEATER. UNDER NO CIRCUMSTANCES IS MANUFACTURER LIABLE TO OWNER OR ANY THIRD PARTY FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, CONTINGENT, OR PUNITIVE DAMAGES OF ANY DESCRIPTION, WHETHER ANY SUCH CLAIM BE BASED UPON WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, OR OTHERWISE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO OWNER.

4. WARRANTY REGISTRATION: To be covered under the Bollente, Inc., Manufacturer's Limited Warranty Buyer must register product within thirty (30) calendar days of receipt of Product, by registering online at www.mytankless.com (registration is not required in California and Quebec but failure to register may affect warranty servicing policy – see Section 6). This is a Limited Manufacturer's Warranty that conveys benefits to the Owner, subject to the terms and conditions set forth herein. Keep Product documents and online passwords in a safe and secure location. Owner's obligation under the terms of purchase and sale require that Warranty Registration must be completed within the prescribed timeframe (within 30 calendar days) and retain all proof of purchase and installer receipts (evidencing installers contractor license number) for Warranty in order to protect Owner's rights and obtain Warranty Confirmation.

5. WARRANTY PROCEDURE FOR SERVICE: Have a licensed electrician determine the exact issue that requires repair. Please note that technical support is available for qualified technicians only (licensed electricians and/or plumbers). Technical support that involves potentially dangerous electrical conditions is not available to unqualified persons. When contacting a trutankless Service Professional, please be sure that the technician has both the UID and Serial Number of the unit used during registration and has reviewed the "Installation Manual" that was supplied with the Product. The UID and Serial Number of the unit can be found on the "About" screen of the unit and on your unit Settings page of mytankless.com. trutankless Technical Assistance will, at its sole discretion, determine the best method for repair. Methods of repair include, but are not limited to, replacement of specific part of Product or replacement of whole unit. If a whole unit requires replacement under the terms of this Manufacturer's Warranty, the original unit must be returned to the Bollente office and a Returned Merchandise Authorization (see Section 6) is required. Owner must secure the cost of return delivery with a valid U.S. credit card. Credit Card Authorization Forms are available upon request. If the replaced unit arrives at the trutankless office within ten (10) calendar days of shipment and is repaired within the specifications of this Manufacturer's Warranty then the credit card will not be charged. If the unit damage is found to be as a result of items listed in the Exclusions of Coverage (see Section 2), Owner will be charged amount of replacement parts, and shipment costs. If trutankless Technical Assistance determines a component requires repair or replacement at the Owner site under the terms of this Manufacturer's Limited Warranty, the part will be shipped via standard ground delivery. If faster shipping service is desired, the Owner must select and pay for those services.

6. RETURNED MERCHANDISE AUTHORIZATION: Subject to the terms and conditions set forth in this limited warranty, if the trutankless Water Heater fails or leaks because of defects in materials or Manufacturer's workmanship during the applicable warranty period set forth above, Owner should contact Manufacturer for a Returned Merchandise Authorization (RMA). In order to obtain an RMA the Owner must have either registered the unit previously at mytankless.com or must provide the original purchase order showing the serial number of unit. No returns will be accepted by the Manufacturer without an RMA and the trutankless assumes no responsibility for a water heater returned without an RMA. Once an RMA number is issued it is good for 10 days, after that time the heater will be refused for service and a new RMA must be issued for the return. Water heater should be wrapped and packaged securely to avoid shipping damage. Damage occurring in transit as a result of improper packaging is the sole responsibility of the Owner. All shipments of parts from the Manufacturer to the Owner to replace defective components shall be made via normal ground transportation. If expedited shipment is required, it will be provided at additional cost to the Owner.

ANY QUESTIONS REGARDING OUR LIMITED WARRANTY SHOULD BE DIRECTED TO OUR SERVICE CENTER BY CALLING TOLL FREE 480-275-7572 BETWEEN 8:00 AM and 5:00 PM MONDAY thru FRIDAY ARIZONA TIME. NO RETURN WILL BE ACCEPTED BY BOLLENTE WITHOUT PRIOR APPROVAL AND THE ISSUANCE OF RETURN MERCHANDISE AUTHORIZATION NUMBER CLEARLY MARKED ON THE EXTERIOR OF PACKAGING.

WHAT THE WARRANTY DOES NOT COVER

This warranty does not cover any failure or operating difficulties due to accident, abuse, misuse, alteration, misapplication, force majeure, improper installation, improper maintenance or service, poor water quality, scale build-up, or for any other cause other than defects in materials or workmanship. This warranty applies to potable water meeting the National Secondary Drinking Water Regulations as set forth in the U. S. Code of Federal Regulations, 40 CFR Chapter 1 Part 143 (as from time to time amended). Water quality must meet the following:

Description	pH	TDS Total Dissolved Solids	Total Hardness	Aluminum	Chlorides	Copper	Iron	Manganese	Zinc
Max Levels	6.5 to 8.5	Up to 500 mg/L	Up to 11.7 mg/L	Up to 0.2 mg/L	Up to 250 mg/L	Up to 1.0 mg/L	Up to 0.3 mg/L	Up to 0.05 mg/L	Up to 5mg/L

If the water quality at the units' service location fails at any time to meet the qualitative standards, the limited warranty will be void, and BOLLENTE shall have no further obligation in connection with this limited warranty. In order to facilitate compliance with U.S. Code of Federal Regulations, 40 CFR Chapter 1, Part 143, BOLLENTE recommends that the unit be supplied with potable water that has been treated by an in-home treatment device such as a water softener or reverse osmosis unit.

LIMITATIONS ON IMPLIED WARRANTIES

This limited warranty shall be the exclusive warranty made by BOLLENTE International and it made in lieu of all other warranties, expressed or implied, whether written or oral, including by not limited to warranties of merchantability and fitness for a particular purpose.

Any implied warranties of merchantability and fitness arising under state law are limited in duration and period of coverage provided by this limited warranty, unless the period provided by state law is less. Some states do not allow how long an implied Warranty lasts, so the above limitation my not apply to you.

BOLLENTE is not responsible or liable for any special, incidental, indirect or consequential damages that may arise, including damage to person or property, loss of value use or inconveniences. In the case of prevailing local state statutes, the preceding statement may not apply to you.

OWNER'S RESPONSIBILITIES
Be certain that the heater is installed in accordance with the Manufacturer's written instructions, and in accordance with applicable federal, state and local codes. Keep the heater free of damaging scale build-up and water sediment.

Install the water heater in such a manner that if it should leak, the resulting flow of water will not damage the area in which it is installed. BOLLENTE requires that a drain pan or catchment basin with suitable drainage be located immediately below the heater. Failure to ensure proper drainage in the event of a flow will result in damages for which BOLLENTE is not responsible.

Ensure that the in-home water pressure does not exceed the rated capacity of the water heater.

SERVICE REQUEST
The original installer should be your first point of contact. Should you need further assistance, such as a service request or warranty claim under this warranty, please contact BOLLENTE, Inc. at: 8800 N. Gainey Center Dr. Suite 270, Scottsdale, AZ 85258; or call (480) 275-7572 or fax (480) 275-8975. At the time a claim is filed, the original purchaser must provide a copy of the original sales receipt, and a title deed, or equivalent document(s) that evidence the ownership of the heater and installation of the heater in the dwelling or commercial property owned by the original purchaser.

PRIVACY POLICY

This Privacy Statement for Trutankless Products and Services ("Privacy Statement") describes information that Bollente, Inc. and its affiliates (collectively, "Trutankless") collect, use, share, and store, including personal information (i.e., information that personally identifies you, such as your name, email address or billing information, or other data that can be reasonably used to infer this information).

This document focuses on information related to the operation of Trutankless products and services (collectively, "Trutankless Products"). In this Privacy Statement, the expression "Trutankless Products" also includes our Web Apps and Mobile Apps, as defined in our Terms of Service.

We provide additional details about how we collect and use information from our public web sites in our Privacy Policy for Trutankless Website at www.trutankless.com.

WE PLEDGE TO:
1. Be transparent about the types of information we collect and how we use it.
2. Ask your permission before sharing your personal information with third parties for purposes other than to provide Trutankless Products support and improvement.
3. Use industry standard data security tools to keep your data safe and protect the Trutankless Products from unauthorized access.

By using Trutankless Products, you agree to allow us to collect and process information as described below.

WHAT INFORMATION DOES THE TRUTANKLESS COLLECT?

- Information input during setup
- Technical information from the device

Information input during setup: When you install the Trutankless Product, you'll be asked several questions in order to help us identify the product installed, you the owner and other relevant information to monitor the performance and needs of the product which is being registered. For example, we'll ask questions like whether your Trutankless Product is located in a home or a business. We'll also ask for your home contact information for our warranty records. Additionally, we ask for the installer information for an additional contact reference in the event warranty service needs to be performed. Answering these questions helps us make your life easier in the event your product requires attention.

Technical information from the device: In order to improve your experience over time and help troubleshoot any problem you may encounter with the Trutankless Product, we record your Trutankless model and serial number and software version.

WHAT INFORMATION IS SHARED AMONG MULTIPLE CONNECTED TRUTANKLESS PRODUCTS?

If you have multiple Trutankless Products interfacing with one another, the products will share certain information with each other, such as data on when you use hot water in a particular outlet. This sharing may occur locally among devices, between Trutankless Products and your mobile device or application, or on Trutankless's servers. Understanding when you turn on your hot water and where, can help the products do things like ready the hot water at the source before you need it.

Additional information about the limited circumstances in which information from your Trutankless account may be shared with third parties is described below in the section titled "In what circumstances does Trutankless share my information?".

Any Trutankless data that you choose to share with a third party is governed by that third party's privacy policy while in that party's possession. Any data that Trutankless receives from third-party products and services will be processed and stored by Trutankless and will be treated in accordance with this Privacy Statement. This information may be processed in the same ways as any other data that is a part of your Trutankless account or the Trutankless logs.

WHAT ADDITIONAL INFORMATION DOES TRUTANKLESS COLLECT AND STORE WHEN A USER CONNECTS A TRUTANKLESS PRODUCT TO THE INTERNET OR CREATES AN ACCOUNT?

To connect your Trutankless Product to our Services, or to access your Trutankless Product over the Internet from a computer, a smartphone or a tablet, you will need to connect it to your Wi-Fi network. During setup, the Trutankless Product will ask for your Wi-Fi network name (SSID) and password to connect to the Internet. It will save this information on the device, along with your IP address, so that you can access it and control it from your computer, smartphone or tablet, and so that it can communicate with Trutankless servers and download software updates.
Once connected to your Wi-Fi network, your Trutankless Product regularly sends the data described in this Privacy Statement (excluding your Wi-Fi password) to Trutankless to provide you with the Services.

Additionally, when you create a Trutankless account, we collect and store your email address. From that point forward, your email address is used for communications from Trutankless.

In addition, Bluetooth or other wireless communications-enabled Trutankless Products may broadcast an identifying signal wirelessly. This is used to connect with your Bluetooth or other wireless communications-enabled devices (such as a smartphone or tablet) in order to deliver features.
Remember that when you visit our Sites, we collect personal information as described in our separate Privacy Policy for Trutankless Websites. Like most Internet sites, we routinely record log entries (including information such as your IP address) and technical information (such as your browser type and version) when your browser, mobile device or Trutankless Product contacts our servers.

HOW DOES TRUTANKLESS USE THE INFORMATION IT COLLECTS?

We use this information to provide, develop and improve Trutankless Products and services, including information to make assessments and recommendations about products or safety. We may use your contact details to send you this information, or to ask you to participate in surveys about your Trutankless use. We may also use this information in an aggregated, non-identified form for research purposes and to help us make sales, marketing, and business decisions. We may use service providers to perform some of these functions. Those service providers are restricted from sharing your information for any other purpose.
We use industry-standard methods to keep this information safe and secure while it is transmitted over your home network and through the Internet to our servers. Depending on your location and type of data, Trutankless may process your personal information on servers that are not in your home country.

IN WHAT CIRCUMSTANCES DOES TRUTANKLESS SHARE MY INFORMATION?

Under no circumstance do we share personal information for any commercial or marketing purpose unrelated to the delivery of Trutankless Products and services without asking you first. We do not rent or sell our customer lists.

The following are the limited situations where we may share personal information:

- With your explicit consent: We may share personal information when we have your consent. One example of this would be if you sign up for programs offered by our partners (e.g., energy or insurance companies). If you do this, we may share certain information with the partner. This could include things like your enrollment information and the activation status of your device. Similarly, when you connect third-party devices and services to your Trutankless Products, you are shown information about any proposed exchange of data. Your explicit consent is required to allow these exchanges on your behalf and you can change your mind at any time.

- For external processing: We have vendors, service providers, and technicians who help with some of our processing and storage, including helping to answer your questions. They may also assist with monitoring our servers for technical problems. These technicians (as well as Trutankless employees) can access certain information about you or your account in line with this work but these technicians are not allowed to use this data for non-Trutankless purposes.

- As part of business transitions: Upon the sale or transfer of the company and/or all or part of its assets, your personal information may be among the items sold or transferred. We will request a purchaser to treat our data under the privacy statement in place at the time of its collection.

- For legal reasons: We may provide information to a third party if we believe in good faith that we are required to do so for legal reasons. For example, to respond to legal process, or comply with state and federal laws (or the applicable laws of foreign countries other than the United States).

We may share non-personal information (for example, aggregated or anonymized customer data) publicly and with our partners. This information may also be shared with other users to help them raise awareness about safety issues or help us generally improve our system. We may also share non-personal information with our partners, for example, if they are interested in providing demand-response services or other incentive programs. We take steps to keep this non-personal information from being associated with you and we require our partners to do the same.

Your personal information may be collected, processed and stored by Trutankless or its service providers in the United States and other countries where our servers reside. As a result, your personal information may be subject to legal requirements, including lawful requirements to disclose personal information to government authorities, in those jurisdictions.

If you select an outside party for the purchase, installation, or service of your Trutankless device and share your personal information, we cannot control the collection, storage or sharing of information collected by that party. For example, the party that installed the device may retain information that you provided to them to assist them in servicing the device if needed. Always check the privacy policies for any company that collects your personal information.

HOW LONG DOES TRUTANKLESS SAVE MY PERSONAL INFORMATION AND HOW CAN I DELETE IT?

Trutankless generally stores your personal information on Trutankless's servers until you delete or edit it, or for as long as you remain a Trutankless customer in order to provide you with Trutankless Products.

As described above, some information is processed and stored directly on the Trutankless device. All personal information is encrypted as it is transmitted to Trutankless and cannot easily be accessed.

You can delete the information on the Trutankless device by resetting it to the defaults (using Reset in the Settings menu).
You can access, amend or delete your personal information from Trutankless's servers through the controls in your account. Because of the way we maintain certain Services, after your information is deleted, backup copies may linger for some time before they are deleted, and we may retain certain data for a longer period of time if we are required to do so for legal reasons.

We comply with the US-EU Safe Harbor Framework and the US-Swiss Safe Harbor Framework as set forth by the US Department of Commerce regarding the collection, use and retention of personal information from European Union member countries and Switzerland. Trutankless has certified (through its parent) that it adheres to the relevant Safe Harbor Privacy Principles.

Please note that this Privacy Statement may change from time to time. We will provide notice of any changes on the website or by contacting you.

If you have any questions, please contact us at privacy@trutankless.com.

TERMS OF SERVICE

Bollente, Inc., and its subsidiaries and affiliates (collectively, "trutankless") provide: (1) a Trutankless user website that may be accessed at www.trutankless.com ("Site"), (2) software that may be downloaded to your smartphone or tablet to access services ("Mobile Apps"),(3) a mytankless user account website that may be accessed at www.mytankless.com all for use in conjunction with trutankless hardware products ("Products") and in other ways that trutankless provides. The term "Services" means the Site, Mobile Apps, and webapp aka Mytankless.

These Terms of Service ("Terms") govern your access to and use of the Services. These Terms give you specific legal rights, and you may also have other legal rights in addition, which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations of liability under these Terms will not apply to the extent prohibited by applicable law. Some jurisdictions do not allow the exclusion of implied warranties or the exclusion or limitation of incidental or consequential damages or other rights, so those provisions of these Terms may not apply to you.

THIS IS A LEGAL AGREEMENT. BY ACCESSING AND USING THE SERVICES (INCLUDING THE SITE), YOU ARE ACCEPTING AND AGREEING TO THESE TERMS ON BEHALF OF YOURSELF OR THE ENTITY YOU REPRESENT IN CONNECTION WITH THE ACCESS. YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ACCEPT AND AGREE TO THESE TERMS ON BEHALF OF YOURSELF OR THE ENTITY YOU REPRESENT. YOU REPRESENT THAT YOU ARE OF SUFFICIENT LEGAL AGE IN YOUR JURISDICTION OR RESIDENCE TO USE OR ACCESS THE SERVICES AND TO ENTER INTO THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY OF THE PROVISIONS OF THESE TERMS, YOU SHOULD DISCONNECT YOUR PRODUCTS FROM YOUR ACCOUNT (AS DESCRIBED BELOW) AND CEASE ACCESSING OR USING THE SERVICES. AS DESCRIBED BELOW, YOU ARE CONSENTING TO AUTOMATIC SOFTWARE UPDATE OF THE SERVICES AND OF THE PRODUCTS CONNECTED TO THE SERVICES. IF YOU DO NOT AGREE, YOU SHOULD NOT USE THE SERVICES. AS DESCRIBED BELOW, SECTIONS 4 AND 5 DESCRIBE IMPORTANT LIMITATIONS OF THE SERVICES, ESPECIALLY IN CONNECTION WITH LIFE SAFETY AND CRITICAL USES. PLEASE READ THESE DISCLOSURES CAREFULLY, AS YOU ARE ACKNOWLEDGING THEM AND ACCEPTING THEM.

1. OVERVIEW, ELIGIBILITY, CUSTOMER SERVICE, TERM AND TERMINATION
(a) Overview and Relation to Other Agreements. These Terms govern your use of the Services. Your purchase of any Product is governed by the limited warranty provided with that Product ("Limited Warranty") and may further be governed by the Terms & Conditions of Sale of the company. The software embedded in the Product (and any updates thereto) ("Product Software") is licensed and governed by the End User License Agreement . Certain features of the Services may be subject to additional guidelines, terms, or rules, which will be posted on the Services in connection with such features. All additional guidelines, terms, or rules, and the Privacy Statement, are incorporated by reference into these Terms and you are agreeing to accept and abide by them by using the Services.

(b) Eligibility. You may use the Services only if you can form a binding contract with trutankless, and if you are in compliance with these Terms and all applicable local, state/provincial, national, and international laws, rules, and regulations. Any use or access to the Services by anyone under the age of 13 is strictly prohibited and is a violation of these Terms. The Services are not available to any users previously prohibited from using the Services by trutankless.

(c) Customer Service. If you have any questions or concerns regarding the Products, the Services, or these Terms, please contact trutankless.

(d) Term and Termination. These Terms will remain in full force and effect so long as you continue to access or use the Services, or until terminated in accordance with the provisions of these Terms. At any time, trutankless may (i) suspend or terminate your rights to access or use the Services, or (ii)

terminate these Terms with respect to you if trutankless in good faith believes that you have used the Services in violation of these Terms, including any incorporated guidelines, terms or rules. If you transfer a Product to a new owner, your right to use the Services with respect to that Product automatically terminates, and the new owner will have no right to use the Product or Services under your Account (as described below) and will need to register for a separate Account with Trutankless.

(e) Effect of Termination. Upon termination of these Terms, your Account and your right to use the Services will automatically terminate.

2. ACCOUNTS
To use the Services, you must register for a user account ("Account") and provide certain information about yourself as prompted by the applicable registration form. You must also provide access to a wifi connection to the unit in order for the data from the unit to be accessible through our services and responsive to your input and commands via our software and applications. Failure to connect the device to wifi will make the mobile features such as remote controls via the app or website impossible. Although your trutankless unit will still function normally alerts, notifications and communication by us to your unit and subsequently form us to you about your unit will not be possible. You represent and warrant that:

(a) all required registration information you submit is truthful and accurate;

(b) you will maintain the accuracy of such information; and

(c) your use of the Services does not violate any U.S. or other applicable law or regulation (e.g., you are not located in an embargoed country or are not listed as a prohibited or restricted party under applicable export control laws and regulations). You are entirely responsible for maintaining the confidentiality of your Account login information and for all activities that occur under your Account. You may not use another user's account without the express permission of the account holder. You agree to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your Account, and to maintain your password securely to prevent others from gaining access without your permission. You agree to immediately notify trutankless of any unauthorized use, or suspected unauthorized use, of your Account or any other breach of security. trutankless is not liable for any loss or damage arising from your failure to comply with the above requirements.

3. ACCESS TO SERVICES
(a) Access and Use. Subject to these Terms, trutankless grants you a non-transferable, non-exclusive, right (without the right to sublicense) to access and use the Services by (i) using the Web App in connection with, and solely for the purpose of, controlling and monitoring the Products installed on your property or otherwise accessing a service explicitly provided by trutankless for your use (the "Permitted Purpose"), and (ii) installing and using the Mobile Apps solely on your own handheld mobile device (e.g., iPhone, iPad, or Android smartphone) and solely for the Permitted Purpose,

(b) Automatic Software Updates. trutankless may from time to time develop patches, bug fixes, updates, upgrades and other modifications to improve the performance of the Services and/or the Product Software ("Updates"). These may be automatically installed without providing any additional notice or receiving any additional consent. You consent to this automatic update. If you do not want such Updates, your remedy is to terminate your wifi connection to the device and stop using the Services and the Product. If you do not terminate the connection, you will receive Updates automatically. You acknowledge that you may be required to install Updates to use the Services and the Product and you agree to promptly install any Updates trutankless provides. Your continued use of the Services and the Product is your agreement – (i) to these Terms with respect to the Services, and (ii) to the End User License Agreement with respect to updated Product Software.

(c) Automatic Firmware Updates. trutankless may from time to time develop patches, bug fixes, updates, upgrades and other modifications to improve the performance of the Services and/or the Product Firmware("Updates"). These may be automatically installed without providing any additional notice or receiving any additional consent. You consent to this automatic update. If you do not want such Updates, your remedy is to deactive your wifi connection to your device and stop using the Services, applications and website. If you do not disconnect a device, you will receive Updates automatically. You acknowledge that you may be required to install Updates to use the Services and the Product and you agree to promptly install any Updates trutankless provides. Your continued use of the Services and the Product is your agreement – (i) to these Terms with respect to the Services, and (ii) to the End User License Agreement with respect to updated Product Software.

(d) Interface to Third Party Products and Services. Over time, trutankless may provide the opportunity for you to interface the Products and Services to one or more third party products and services, through and using the Services ("Third Party Products and Services"). You will decide whether and with which Third Party Products and Services you want to interface. Your explicit consent and authorization will be required for this interface, and will be revocable by you at any time. Once your consent is given for a particular Third Party Product and Service, you agree that trutankless may exchange information and control data regarding you and your products, including your personally identifiable information, in order to enable the interface you have authorized. This information will be secured and subject to the Privacy Policy.

(e) Certain Restrictions. The rights granted to you in these Terms are subject to the following restrictions: (i) you agree not to license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Services; (ii) you agree not to modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Services; (iii) you agree not to access the Services in order to build a similar or competitive service; (iv) except as expressly stated herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted, or transmitted in any form or by any means; (v) you agree not to upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter a computer or communication network, computer, handheld mobile device, data, the Services, the Product, the Product Software, or any other system, device or property; (vi) you agree not to interfere with, disrupt, or attempt to gain unauthorized access to, the servers or networks connected to the Services or violate the regulations, policies, or procedures of such networks; (vii) you agree not to access (or attempt to access) any of the Services by means other than through the interface that is provided by trutankless; and (viii) you agree not to remove, obscure or alter any proprietary rights notices (including copyrights and trademark notices) which may be contained in or displayed in connection with the Services. Any future release, update, or other addition to functionality of the Services shall be subject to these Terms.

(f) Open Source. Certain items of independent, third party code may be included in the Web App and/or Mobile Apps that are subject to the GNU General Public License ("GPL") or other open source licenses ("Open Source Software"). The Open Source Software is licensed under the terms of the license that accompanies such Open Source Software. Nothing in these Terms limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable end user license for such Open Source Software. In particular, nothing in these Terms restricts your right to copy, modify, and distribute such Open Source Software that is subject to the terms of the GPL.

(g) Privacy Policy. Please review the Privacy Policy. The Privacy Policy describes practices regarding the information that trutankless may collect from users of the Products and Services.

(h) Security. trutankless cares about the integrity and security of your personal information. However, trutankless cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

(i) Modification. trutankless reserves the right, at any time, to modify, suspend, or discontinue the Services or any part thereof with or without notice. You agree that trutankless will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Services or any part thereof.

(j) Access Outside Certain Countries. Although the Site is accessible worldwide, the Products and Services provided or accessed through or on the Site are not available to all persons or in all countries. If you choose to access the Site from outside a country in which trutankless supports the Product and Services you do so on your own initiative and you are solely responsible for complying with applicable local laws in your country. You understand and accept that the Site is not designed for use in a non-Target Country and some or all of the features of the Site may not work or be appropriate for use in such a country. To the extent permissible by law, trutankless accepts no responsibility or liability for any damage or loss caused by your accessing or use of the Site in a non-Target Country. You will be bound by these Terms wherever you access or use the Site or use the Services.

4. AGREED USAGE AND LIMITATIONS OF TRUTANKLESS SERVICES

(a) Intended Use of trutankless Services. The Services are intended to be accessed and used for non-time-critical information and control of yrutankless products. While we aim for the Services to be highly reliable and available, they are not intended to be reliable or available 100% of the time. The Services are subject to sporadic interruptions and failures for a variety of reasons beyond trutankless's control, including Wi-Fi intermittency, service provider uptime, mobile notifications and carriers, among others. You acknowledge these limitations and agree that trutankless is not responsible for any damages allegedly caused by the failure or delay of the Services to reflect current status or notifications.

(b) No Life-Safety or Critical Uses of the Services. You acknowledge that the Products and Services are not certified for emergency response. YOU UNDERSTAND THAT THE PRODUCTS AND SERVICES ARE NOT A THIRD-PARTY MONITORED EMERGENCY NOTIFICATION SYSTEM —TRUTANKLESS DOES NOT MONITOR EMERGENCY NOTIFICATIONS AND WILL NOT DISPATCH EMERGENCY AUTHORITIES TO YOUR HOME IN THE EVENT OF AN EMERGENCY. In addition, the trutankless Customer Care and Support contacts cannot be considered a lifesaving solution for people at risk in the home, and they are no substitute for emergency services. All life threatening and emergency events should be directed to the appropriate response services.

(c) Reliability of Notifications. You acknowledge that the Services, including remote access and mobile notifications, are not intended to be 100% reliable and 100% available. We cannot and do not guarantee that you will receive notifications in any given time or at all. YOU AGREE THAT YOU WILL NOT RELY ON THE SERVICES FOR ANY LIFE SAFETY OR CRITICAL PURPOSES. MOBILE NOTIFICATIONS REGARDING THE STATUS AND ALARMS ON YOUR TRUTANKLESS PRODUCTS ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY – THEY ARE NOT A SUBSTITUTE FOR A THIRD-PARTY MONITORED EMERGENCY NOTIFICATION SYSTEM. The information provided by trutankless on what to do in an emergency is based on authoritative safety sources, but there is no way for trutankless to provide specific information relating to a situation in your home. You acknowledge that it is your responsibility to educate yourself on how to respond to an emergency and to respond according to the specifics of your situation.

(d) Temporary Suspension. The Services may be suspended temporarily without notice for security reasons, system failure, maintenance and repair, or other circumstances. You agree that you will not be entitled to any refund or rebate for such suspensions. trutankless does not offer any specific uptime guarantee for the Services.

(e) System Requirements. The Services will not be accessible without: (i) a working Wi-Fi network in your home that is positioned to communicate reliably with the Products; (ii) an Account; (iii) mobile clients such as a supported phone or tablet (required from some functionality); (iv) always-on broadband 34 Bollente trutankless® Series Water Heaters www.trutankless.com Internet access in your home; and (v) other system elements that may be specified by trutankless. It is your responsibility to ensure that you have all required system elements and that they are compatible and properly configured. You acknowledge that the Services may not work as described when the requirements and compatibility have not been met.

(f) Energy Savings and other Benefits. Unless explicitly promising a "guarantee," trutankless does not guarantee or promise any specific level of energy savings or other monetary benefit from the use of the Products or Services or any feature of them. Actual energy savings and monetary benefits vary with factors beyond trutankless's control or knowledge. From time to time, trutankless may use the Services to provide you with information that is unique to you and your energy usage and suggests an opportunity to save money on energy or water bills if you adopt suggestions or features of the Product or Services. We do this to highlight an opportunity based on our analysis and information about you and your household. You acknowledge that these promotions are not a guarantee of actual savings, and you agree not to seek monetary or other remedies from trutankless if your savings differ.

(g) The Services provide you information ("Product Information") regarding the Products in your home and their connection with other products and services. All Product Information is provided "as is" and "as available". We cannot guarantee that it is correct or up to date. In cases where it is critical,

accessing Product Information through the Services is not a substitute for direct access of the information in the home.

5. LIMITATIONS OF TRUTANKLESS SERVICES DUE TO THIRD PARTIES.
(a) General. trutankless Services rely on or interoperate with third party products and services. These third party products and services are beyond trutankless's control, but their operation may impact or be impacted by the use and reliability of the trutankless Services. You acknowledge and agree that: (i) the use and availability of the Services is dependent on third party product vendors and service providers, (ii) these third products and services may not operate in a reliable manner 100% of the time, and they may impact the way that the trutankless Services operate, and (iii) trutankless is not responsible for damages and losses due to the operation of these third party products and services.

(b) Third Party Service Providers Used By trutankless. You acknowledge that trutankless uses third party services providers to enable some aspects of the Services – such as, for example, data storage, synchronization, and communication through Godaddy Web Services, and mobile device notifications through mobile operating system vendors and mobile carriers. YOU AGREE NOT TO RELY ON THE SERVICES FOR ANY LIFE SAFETY OR TIMECRITICAL PURPOSES.

(c) Equipment, ISP, and Carrier. You acknowledge that the availability of the Services is dependent on (i) your computer, mobile device, home wiring, home Wi-Fi network, and other related equipment ("Equipment"), (ii) your Internet service provider ("ISP"), and (iii) your mobile device carrier ("Carrier"). You acknowledge that you are responsible for all fees charged by your ISP and Carrier in connection with your use of the Services. You also acknowledge that you are responsible for compliance with all applicable agreements, terms of use/service, and other policies of your ISP and Carrier.

(d) Third Party Products and Services that Work With trutankless Services. trutankless may provide the opportunity for you to interface to Third Party Products and Services. These Third Party Products and Services are not trutankless products and services and you agree that trutankless is not responsible for damages or loss that may be caused by them.

(e) App Stores. You acknowledge and agree that the availability of the Mobile Apps is dependent on the third party websites from which you download the Mobile Apps, e.g., the App Store from Apple or the Android app market from Google (each an "App Store"). You acknowledge that these Terms are between you and trutankless and not with an App Store. Each App Store may have its own terms and conditions to which you must agree before downloading Mobile Apps from it. You agree to comply with, and your license to use the Mobile Apps is conditioned upon your compliance with, such App Store terms and conditions. To the extent such other terms and conditions from such App Store are less restrictive than, or otherwise conflict with, the terms and conditions of these Terms, the more restrictive or conflicting terms and conditions in these Terms apply.

(f) Third Party Website Links and Referrals. The Site may contain links to other web sites operated by third parties ("Third Party Sites") and referrals to third party vendors ("Referred Vendors"). Such Third Party Sites and Referred Vendors are not under our control. trutankless provides these links and referrals only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to such Third Party Sites or Referred Vendors. Your use of these Third Party Sites is at your own risk.

(g) Release Regarding Third Parties. trutankless is not responsible for third parties or their products and services, including the App Stores, Third Party Products and Services, Third Party Sites, Referred Vendors, Equipment, ISPs, and Carriers. You hereby release trutankless and its licensors and suppliers from any past, present, and future claims, liabilities, and damages, known or unknown, arising out of or relating to your interactions with such third parties and their products and services. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

6. OWNERSHIP AND INTELLECTUAL PROPERTY
You acknowledge that all intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Product, Product Software, and Services (i.e., the Site, Web App, and Mobile Apps) are owned by trutankless or its affiliates or our licensors. Your possession, access, and use of the Product, Product Software, and Services do not transfer to you or any third party any rights, title, or interest in or to such intellectual property rights. trutankless and its affiliates and licensors and suppliers reserve all rights not granted in these Terms. The Services are licensed to you, not sold, under these Terms.

You may only copy parts of the Services (including this Site) on to your own computer for your own personal use. You may not use the content of the Services in any other public or commercial way nor may you may copy or incorporate any of the content of the Services into any other work, including your own web site without the written consent of trutankless. You must have a license from us before you can post or redistribute any portion of the Services. trutankless retains full and complete title to all content on the Services, including any downloadable software and all data that accompanies it. You must not copy, modify or in any way reproduce or damage the structure or presentation of the Services or any content therein.

You may choose to, or trutankless may invite you to submit comments, suggestions, or ideas about the Products or Services, including how to improve the Products or Services ("Ideas"). By submitting any Ideas, you agree that your submissions are voluntary, gratuitous, unsolicited, and without restriction and will not place trutankless under any fiduciary or other obligation. trutankless may use, copy, modify, publish, or redistribute the submission and its contents for any purpose and in any way without any compensation to you. You also agree that trutankless does not waive any rights to use similar or related ideas previously known to trutankless, developed by its employees, or obtained from other sources.
7. Indemnity
You agree to indemnify and hold trutankless and its licensors and suppliers harmless from any damages, liabilities, claims or demands (including costs and attorneys' fees) made by any third party due to or arising out of your violation of these Terms. trutankless reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify trutankless and you agree to cooperate with our defense of such claims. You agree not to settle any such claim without trutankless's prior written consent. trutankless will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

8. WARRANTY DISCLAIMERS
(a) THE WARRANTY FOR THE PRODUCT AND PRODUCT SOFTWARE ARE SET FORTH IN THE LIMITED WARRANTY AND THE EULA, RESPECTIVELY.

(b) THE SERVICES (I.E., THE SITE, WEB APP, MOBILE APPS AND MYENERGY.COM) ARE PROVIDED FOR YOUR CONVENIENCE, "AS IS" AND "AS AVAILABLE" AND TRUTANKLESS AND ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT.

(c) TRUTANKLESS AND ITS LICENSORS AND SUPPLIERS MAKE NO WARRANTY THAT DEFECTS WILL BE CORRECTED OR THAT THE SERVICES: (I) WILL MEET YOUR REQUIREMENTS; (II) WILL BE COMPATIBLE WITH YOUR HOME NETWORK, COMPUTER OR MOBILE DEVICE; (III) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (IV) WILL BE ACCURATE OR RELIABLE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM TRUTANKLESS OR THOUGH THE SERVICES SHALL CREATE ANY WARRANTY.

9. LIMITATION OF LIABILITY
Nothing in these Terms and in particular within this "Limitation of Liability" clause shall attempt to exclude liability that cannot be excluded under applicable law.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN ADDITION TO THE ABOVE WARRANTY DISCLAIMERS, IN NO EVENT WILL (A) TRUTANKLESS BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY DAMAGES FOR LOST DATA OR LOST PROFITS, ARISING FROM OR RELATING TO THE SERVICES OR THE PRODUCTS, EVEN IF TRUTANKLESS KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) TRUTANKLESS'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THE SERVICES AND THE PRODUCTS, WHETHER IN CONTRACT OR TORT OR OTHERWISE, EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO TRUTANKLESS OR TRUTANKLESS'S AUTHORIZED RESELLER FOR THE SERVICES OR THE PRODUCT AT ISSUE IN THE PRIOR 12 MONTHS (IF ANY). THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM. TRUTANKLESS DISCLAIMS ALL LIABILITY OF ANY KIND OF TRUTANKLESS'S LICENSORS AND SUPPLIERS.

10. DISPUTES AND ARBITRATION
(a) Contact trutankless First. If a dispute arises between you and trutankless, our goal is to learn about and address your concerns. You agree that you will notify trutankless about any dispute you have with trutankless regarding these Terms by contacting trutankless.

(b) Binding Arbitration. You and trutankless agree, subject to clause 11(c) (Protection of Confidentiality and Intellectual Property Rights), to submit any claim, dispute, action, cause of action, issue, or request for relief arising out of or relating to these Terms or your use of the Services to binding arbitration rather than by filing any lawsuit in any forum other than set forth in this section. Further you agree arbitration is final and binding and subject to only very limited review by a court. You also waive your right to any form of appeal, review or recourse to any court or other judicial authority, insofar as such waiver may be validly made. This provision is intended to be interpreted broadly to encompass all disputes or claims arising out of or relating to your use of the Service. Subject to clause 11(c) (Protection of Confidentiality and Intellectual Property Rights), any dispute or claim made by you against us or us against you arising out of or relating to these Terms or your use of the Services (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory) will be resolved by binding arbitration except that you may take claims to small claims court if they qualify for hearing by such a court.

(c) Arbitration Procedures. You must first present any claim or dispute to us by contacting trutankless to allow us an opportunity to resolve the dispute. You may request arbitration if your claim or dispute cannot be resolved within 60 days after presenting the claim or dispute to trutankless. trutankless may request arbitration against you at any time after it has notified you of a claim or dispute in accordance with clause 11(f) (Notifications). The arbitration of any dispute or claim shall be conducted in accordance with the then current and applicable rules of the American Arbitration Association as modified by this agreement. The place of any arbitration will be Phoenix, Arizona, USA, and will be conducted in the English language. Claims will be heard by a single arbitrator. The arbitrator may not award relief in excess of or contrary to what this agreement provides, order consolidation or arbitration on a class wide or representative basis, award punitive or consequential damages or any other damages aside from the prevailing party's actual damages, or order injunctive or declaratory relief, except that the arbitrator may award on an individual basis damages required by statute and may order injunctive or declaratory relief pursuant to an applicable consumer protection statute. Any arbitration shall be confidential, and neither you, nor trutankless nor the arbitrator may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement or appeal of the arbitration award. Judgment on any arbitration award may be entered in any court having proper jurisdiction. If any portion of this arbitration clause is determined by a court to be inapplicable or invalid, then the remainder shall still be given full force and effect.
36 Bollente trutankless® Series Water Heaters www.trutankless.com

(d) No Class Actions. There shall be no right or authority for any claims subject to this arbitration clause to be arbitrated on a class action or consolidated basis or on bases involving claims brought in a purported representative capacity on behalf of the general public (including, but not limited to, as a private attorney general).

(e) Fees and Expenses. All administrative fees and expenses of arbitration will be divided equally between you and trutankless. Each party will bear the expense of its own counsel, experts, witnesses and preparation and presentation of evidence at the arbitration hearing.

(f) YOU MUST CONTACT TRUTANKLESS WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE, OR YOU WAIVE THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT, FACTS, OR DISPUTE.

This arbitration clause shall survive termination of these Terms.

11. GENERAL
(a) Changes to these Terms. trutankless reserves the right to make changes to these Terms. You should ensure that you have read and agree with our most recent terms of service when you use the Services. Continued use of the Services following notice of such changes shall indicate your acknowledgment of such changes and agreement to be bound by the terms and conditions of such changes.

(b) Governing Law. These Terms are governed by the laws of the State of California without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction. You agree to submit to the personal jurisdiction of the state and federal courts in or for Maricopa County, Arizona for the purpose of litigating all such claims or disputes, unless such claim or dispute is required to be arbitrated as set forth in an above section.

(c) Protection of Confidentiality and Intellectual Property Rights. Notwithstanding the foregoing, trutankless may seek injunctive or other equitable relief to protect its confidential information and intellectual property rights or to prevent loss of data or damage to its servers in any court of competent jurisdiction.

(d) Entire Agreement/Severability. These Terms constitute the entire agreement between you and trutankless regarding the use of the Services. Any failure by trutankless to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Neither party is an agent or partner of the other party.

(e) Assignment. These Terms, and any associated rights or obligations, may not be assigned or otherwise transferred by you without trutankless's prior written consent. These Terms may be assigned by trutankless without restriction. These Terms are binding upon any permitted assignee.

(f) Notifications. trutankless may provide notifications to you as required by law or for marketing or other purposes via (at its option) email to the primary email associated with your Account, hard copy, or posting of such notice on the Site. trutankless is not responsible for any automatic filtering you or your network provider may apply to email notifications. trutankless recommends that you add @trutankless.com URLs to your email address book to help ensure you receive email notifications from trutankless.

(g) Disclosures. Please see our website contact information for Trutankless's address.

(h) Copyright/Trademark Information. Copyright © 2014, trutankless. All rights reserved. All trademarks, logos, and service marks ("Marks") displayed on the Services are the property of trutankless or of their respective holders. You are not permitted to use any of the Marks without the applicable prior written consent of trutankless or such respective holders. trutankless reserves the right to alter product and services offerings, specifications, and pricing at any time without notice, and is not responsible for typographical or graphical errors that may appear in this or in related documents.

END USER LICENSE AGREEMENT

By using the software ("Product Software") that is embedded on the trutankless product ("Product"), you agree to the terms of this End User License Agreement ("EULA") between you and trutankless ("trutankless" or "we"). IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, YOU MAY NOT USE THE PRODUCT SOFTWARE AND YOU MAY CHOOSE TO PROMPTLY RETURN THE PRODUCT FOR A REFUND OF THE PRODUCT PURCHASE PRICE BY CONTACTING TRUTANKLESS AT THE ADDRESS BELOW. Your use of (a) the website located at trutankless.com and mytankless.com sub-domains (each, a "Site"), (b) services through the Site (and any updates thereto) ("Site Services"), and (c) certain software that may be downloaded to your mobile device (and any updates thereto) ("Mobile Software") is governed by the Terms of Service Your purchase of the Product (excluding the Product Software) is governed by the trutankless limited warranty, the terms of which are provided with the Product. This EULA does not govern your use of the Site, Site Services, or Mobile Software, or your purchase of the Product (excluding the Product Software). This EULA governs your access and use of the Product Software. This EULA gives you specific legal rights, and you may also have other legal rights in addition, which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations of liability under this EULA will not apply to the extent prohibited by applicable law. Some jurisdictions do not allow the exclusion of implied warranties or the exclusion or limitation of incidental or consequential damages or other rights, so those provisions of this EULA may not apply to you.

THIS IS A LEGAL AGREEMENT. BY ACCESSING AND USING THE PRODUCT SOFTWARE, YOU ARE ACCEPTING AND AGREEING TO THIS EULA ON BEHALF OF YOURSELF OR THE ENTITY YOU REPRESENT IN CONNECTION WITH THE ACCESS. YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ACCEPT AND AGREE TO THIS EULA ON BEHALF OF YOURSELF OR THE ENTITY YOU REPRESENT. YOU REPRESENT THAT YOU ARE OF SUFFICIENT LEGAL AGE IN YOUR JURISDICTION OR RESIDENCE TO USE OR ACCESS THE PRODUCT SOFTWARE AND TO ENTER INTO THIS EULA. IF YOU DO NOT AGREE WITH ANY OF THE PROVISIONS OF THESE TERMS, YOU SHOULD CEASE ACCESSING OR USING THE PRODUCT SOFTWARE.

AS DESCRIBED BELOW, YOU ARE CONSENTING TO AUTOMATIC SOFTWARE UPDATE OF THE PRODUCT SOFTWARE. IF YOU DO NOT AGREE, YOU SHOULD NOT USE THE PRODUCT SOFTWARE. AS DESCRIBED BELOW, SECTION 9 DESCRIBES IMPORTANT LIMITATIONS OF THE PRODUCT SOFTWARE AND RELATED SERVICES, ESPECIALLY IN CONNECTION WITH LIFE SAFETY AND CRITICAL USES. PLEASE READ THESE DISCLOSURES CAREFULLY, AS YOU ARE ACKNOWLEDGING THEM AND ACCEPTING THEM.

1. LICENSE
Subject to the terms of this EULA, trutankless grants to you a limited and nonexclusive license (without the right to sublicense) to execute one (1) copy of the Product Software, in executable object code form only, solely on the Product that you own or control and solely for use in conjunction with the Product for your personal, non-commercial purposes.

2. RESTRICTIONS
You agree not to, and you will not permit others to, (a) license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Product Software or make the Product Software available to any third party, (b) copy or use the Product Software for any purpose other than as permitted in Section 1, (c) use any portion of the Product Software on any device or computer other than the Product that you own or control, (d) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Product Software, or (e) modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Product Software (except to the extent applicable laws specifically prohibit such restriction for interoperability purposes, in which case you agree to first contact trutankless and provide trutankless an opportunity to create such changes as are needed for interoperability purposes). You may not release the results of any performance or functional evaluation of any of the Product Software to any third party without prior written approval of trutankless for each such release.

3. AUTOMATIC SOFTWARE UPDATES
trutankless may from time to time develop patches, bug fixes, updates, upgrades and other modifications to improve the performance of the Product Software and related services ("Updates"). These may be automatically installed without providing any additional notice or receiving any additional consent. You consent to this automatic update. If you do not want such Updates, your remedy is to deactivate your Wi-Fi connection to your device and stop using the Services, applications and website. If you do not disconnect a device, you will receive Updates automatically. You acknowledge that you may be required to install Updates to use the Product and the Product Software and you agree to promptly install any Updates trutankless provides. Your continued use of the Product is your agreement to this EULA.

4. OWNERSHIP
The Product Software and all worldwide copyrights, trade secrets, and other intellectual property rights therein are the exclusive property of trutankless and its licensors. trutankless and its licensors reserve all rights in and to the Product Software not expressly granted to you in this EULA. The Product Software (and all copies thereof) is licensed to you, not sold, under this EULA. There are no implied licenses in this EULA. All suggestions or feedback provided by you to trutankless with respect to the Product Software shall be trutankless ' property. trutankless may use, copy, modify, publish, or redistribute the submission and its contents for any purpose and in any way without any compensation to you. You also agree that trutankless does not waive any rights to use similar or related ideas previously known to trutankless , developed by its employees, or obtained from other sources.

5. OPEN SOURCE
Certain items of software included with the Product Software are subject to "open source" or "free software" licenses ("Open Source Software"). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of this EULA. Instead, each item of Open Source Software is licensed under the terms of the end user license that accompanies such Open Source Software. Nothing in this EULA limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. If required by any license for particular Open Source Software, trutankless makes such Open Source Software, and trutankless ' modifications to that Open Source Software, available by written request to trutankless at the email or mailing address listed below.

6. TERM AND TERMINATION
This EULA and the license granted hereunder are effective on the date you first use the Product Software or Product and shall continue for as long as you own the Product, unless this EULA is terminated under this section. trutankless may terminate this EULA at any time if you fail to comply with any term(s) hereof. You may terminate this EULA effective immediately upon written notice to trutankless . Upon termination of this EULA, the license granted hereunder will terminate and you must stop all use of the Product Software, but the terms of Sections 2 through 18 (inclusive) will remain in effect, after any such termination.

7. WARRANTY DISCLAIMER
NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TRUTANKLESS PROVIDES THE PRODUCT SOFTWARE "AS-IS" AND DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. TRUTANKLESS DOES NOT GUARANTEE ANY SPECIFIC RESULTS FROM THE USE OF THE PRODUCT SOFTWARE. TRUTANKLESS MAKES NO WARRANTY THAT THE PRODUCT SOFTWARE WILL BE UNINTERRUPTED, FREE OF VIRUSES OR OTHER HARMFUL CODE, TIMELY, SECURE, OR ERROR-FREE. YOU USE ALL PRODUCT INFORMATION (AS DEFINED BELOW), THE PRODUCT SOFTWARE, AND THE PRODUCT AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR (AND TRUTANKLESS DISCLAIMS) ANY AND ALL LOSS, LIABILITY, OR DAMAGES, INCLUDING TO YOUR HVAC SYSTEM, PLUMBING, ELECTRICAL, HOME, PERSON OR PERSONS, PRODUCT, OTHER PERIPHERALS CONNECTED TO THE PRODUCT, COMPUTER, MOBILE DEVICE, AND ALL OTHER ITEMS AND PETS IN YOUR HOME, RESULTING FROM YOUR USE OF THE PRODUCT INFORMATION, PRODUCT SOFTWARE, OR PRODUCT.

8. LIMITATION OF LIABILITY
Nothing in this EULA and in particular within this "Limitation of Liability" clause shall attempt to exclude liability that cannot be excluded under applicable law.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN ADDITION TO THE ABOVE WARRANTY DISCLAIMERS, IN NO EVENT WILL (A) TRUTANKLESS BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY DAMAGES FOR LOST DATA OR LOST PROFITS, ARISING FROM OR RELATING TO THE PRODUCTS OR PRODUCT SOFTWARE, EVEN IF TRUTANKLESS KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) TRUTANKLESS TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THE PRODUCTS AND PRODUCT SOFTWARE,

WHETHER IN CONTRACT OR TORT OR OTHERWISE, EXCEED THE FEES ACTUALLY PAID BY YOU TO TRUTANKLESS OR TRUTANKLESS'S AUTHORIZED RESELLER OR WHOLESALER FOR THE PRODUCT AT ISSUE IN THE PRIOR 12 MONTHS (IF ANY). THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM. TRUTANKLESS DISCLAIMS ALL LIABILITY OF ANY KIND OF TRUTANKLESS LICENSORS AND SUPPLIERS.

9. LIMITATIONS OF PRODUCT SOFTWARE
You acknowledge that the Products and Product Software are not certified for emergency response. YOU UNDERSTAND THAT THE PRODUCTS AND PRODUCT SOFTWARE ARE NOT A THIRD-PARTY MONITORED EMERGENCY NOTIFICATION SYSTEM – TRUTANKLESS DOES NO MONITOR EMERGENCY NOTIFICATIONS AND WILL NOT DISPATCH EMERGENCY AUTHORITIES TO YOUR HOME IN THE EVENT OF AN EMERGENCY.

In addition, the trutankless Customer Care and Support contacts cannot be considered a lifesaving solution for people at risk in the home, and they are no substitute for emergency services. All life threatening and emergency events should be directed to the appropriate response services. You acknowledge that you can control the outgoing temperature of the water from this unit and that use of Products and Product Software acknowledges your liability for burns, scalds or death resulting from your improper setting of outgoing water temperature. trutankless recommends a consumer set-point on the device of no greater than 125 degrees Fahrenheit a number which should never be exceeded in a residential setting.

Unless explicitly promising a "guarantee," trutankless does not guarantee or promise any specific level of energy savings or other monetary benefit from the use of the Products or Product Software or any feature of them. Actual energy savings and monetary benefits vary with factors beyond trutankless' control or knowledge. From time to time, trutankless may use the Product Software to provide you with information that is unique to you and your energy usage and suggests an opportunity to save money on energy or water bills if you adopt suggestions or features of the Product or Product Software. We do this to highlight an opportunity based on our analysis and information about you and your household. You acknowledge that these promotions are not a guarantee of actual savings, and you agree not to seek monetary or other remedies from trutankless if your savings differ.

The Product Software provides you information ("Product Information") regarding the Products in your home and their connection with other products and services. All Product Information is provided "as is" and "as available". We cannot guarantee that it is correct or up to date. In cases where it is critical, accessing Product Information through the Product Software is not a substitute for direct access of the information in the home.

10. CONFIDENTIALITY
"Confidential Information" shall mean the Product Software and all other information disclosed to you that trutankless characterizes as confidential at the time of its disclosure either in writing or orally, except for information which you can demonstrate: (a) is previously rightfully known to you without restriction on disclosure; (b) is or becomes, from no act or failure to act on your part, generally known in the relevant industry or public domain; (c) is disclosed to you by a third party as a matter of right and without restriction on disclosure; or (d) is independently developed by you without access to the Confidential Information. You shall use your best efforts to preserve and protect the confidentiality of the Confidential Information at all times, both during the term hereof and for a period of at least 3 years after termination of this EULA, provided, however, that any source code you receive shall be held in confidence in perpetuity. You shall not disclose, disseminate or otherwise publish or communicate Confidential Information to any person, firm, corporation or other third party without the prior written consent of trutankless . You shall not use any Confidential Information other than in the course of the activities permitted hereunder. You shall notify trutankless in writing immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this EULA, and will cooperate with trutankless in every reasonable way to regain possession of Confidential Information and prevent any further unauthorized use. If you are legally compelled to disclose any of the Confidential Information, then, prior to such disclosure, you will (i) immediately notify trutankless prior to such disclosure to allow trutankless an opportunity to contest the disclosure, (ii) assert the privileged and confidential nature of the Confidential Information, and (iii) cooperate fully with trutankless in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event such protection is not obtained, you shall disclose the Confidential Information only to the extent necessary to comply with the applicable legal requirements.

11. EXPORT COMPLIANCE
The Product Software and related technology are subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree to strictly comply with all such laws and regulations and acknowledge that you have the responsibility to obtain authorization to export, reexport, or import the Product Software and related technology, as may be required. You will indemnify and hold Trutankless harmless from any and all claims, losses, liabilities, damages, fines, penalties, costs and expenses (including attorney's fees) arising from or relating to any breach by you of your obligations under this section.

12. GOVERNING LAW; VENUE
This EULA, and any claim, dispute or controversy relating to this EULA, will be governed by the laws of Arizona, without giving effect to any conflicts of laws principles that require the application of the laws of a different jurisdiction. Any action or proceeding relating to this EULA must be brought in a federal or state court located in Maricopa County, Arizona and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding, except that trutankless may seek injunctive relief in any court having jurisdiction to protect its intellectual property or Confidential Information.

14. ASSIGNMENT
Neither the rights nor the obligations arising under this EULA are assignable by you, and any such attempted assignment shall be void and without effect.

15. NOTICES.
Any notice to you may be provided by email to the address that you registered with trutankless.

16. SEVERABILITY
If any provision of this EULA is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

17. WAIVER
All waivers by tyrutankless will be effective only if in writing. Any waiver or failure by trutankless to enforce any provision of this EULA on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

18. GENERAL
The Product Software is deemed irrevocably accepted upon your use of the Product Software or Product. trutankless will have no responsibility to provide maintenance or support services with respect to the Product Software. The parties are independent contractors.

You acknowledge that the Product Software contains valuable trade secrets and proprietary information of trutankless , that any actual or threatened breach of Section 2 (Restrictions) of this EULA will constitute immediate, irreparable harm to trutankless for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach.

The headings of Sections of this EULA are for convenience and are not to be used in interpreting this EULA. Except as otherwise provided in this section, no amendment to this EULA will be valid unless it is in writing hand-signed by the parties.

If you have questions regarding this EULA, please contact trutankless at:

8800 N Gainey Circle
Suite 270
Scottsdale AZ 85258
By calling 1-855-TO BUY TRU
Via email at support@trutankless.com

FCC STATEMENT

This device complies with Part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) this device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

This equipment complies with FCC radiation exposure limits set forth for an uncontrolled environment. This equipment should be installed and operated with a minimum distance of 20cm between the radiator & your body. This transmitter must not be co-located or operating in conjunction with any other antenna or transmitter.

WARNING: Changes or modifications to this unit not expressly approved by the party responsible for compliance could void the user's authority to operate the equipment.

NOTE: This equipment has been tested and found to comply with the limits of a Class B digital device, pursuant to Part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference when the equipment is operated in a commercial environment. This equipment generates, uses, and can radiate radio frequency energy and, if not installed and used in accordance with the instruction manual, may cause harmful interference to radio communications. Operation of this equipment in a residential area is likely to cause harmful interference in which case the user will be required to correct the interference at his own expense.

NOTE: This equipment has been tested and found to comply with the limits of a Class B digital device, pursuant to Part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

• Reorient or relocate the receiving antenna.

• Increase the seperation between the equipment and the receiver.

• Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.

• Consult the dealer or an experienced radio/TV technician for help.

NOTES

trutankless®