

# Limited Warranty for Buderus Residential Cast Iron Water Boilers

## (OIL AND GAS BOILERS WITH A GROSS OUTPUT RATING UP TO 300,000 BTU/Hr)

Subject to terms and conditions set forth below, Buderus Londonderry, New Hampshire hereby extends the following limited warranties to the original residential retail purchaser of its Residential Cast Iron Water Boiler manufactured and shipped on or after June 1, 2001.

### **First Year - Limited Warranty for Residential Cast Iron Water Boilers**

Buderus warrants to the original residential retail purchaser of a Buderus Residential Cast Iron Water Boiler that the Boiler shall remain free from defects in workmanship and materials during proper use at the original installation site of the Boiler for one year from the date of original installation, provided proper and regular maintenance is carried out by a qualified heating contractor and provided, further, that the other conditions of this warranty are satisfied. Provided that this warranty has not otherwise been terminated, voided or reduced, if Buderus determines that any part of a qualifying Boiler is defective in workmanship or materials during the first year from the date of its original installation, Buderus, at its option, will repair or replace the defective part as it finds necessary in accordance with Buderus' then applicable warranty service procedures.

### **Second Year and Beyond - Limited Warranty for Cast Iron Heat Exchanger of Residential Cast Iron Water Boilers**

Buderus warrants to the original residential retail purchaser of a Buderus Residential Cast Iron Water Boiler that the heat exchanger of the Boiler shall remain free of leaks during proper use at the original installation site of the Boiler, provided proper and regular maintenance is carried out by a qualified heating contractor and provided, further, that the other conditions of this warranty are satisfied.

### **Second Through Tenth Years**

If, during the second through tenth years from the date of original installation of a Residential Cast Iron Water Boiler, a leak in the heat exchanger of the Boiler should occur, and if, following a warranty claim made during that period, Buderus determines that the leak is the result of a defect in workmanship or materials, this warranty shall apply on the terms and conditions set forth herein, and Buderus, at its option, will repair the defective heat exchanger or replace it with the nearest comparable model available from Buderus at the time of the replacement.

### **Eleventh Year and Beyond**

If, during the eleventh year from the date of original installation of a Residential Cast Iron Water Boiler and thereafter, a leak in the heat exchanger of the Boiler should occur, and if, following a warranty claim made during that period, Buderus determines that the leak is the result of a defect in workmanship or materials, this warranty shall apply on the term and conditions set forth herein, and Buderus, upon payment to it of a proportionate service charge as set forth below, will, at its option, repair the defective heat exchanger or replace it with the nearest comparable model available from Buderus at the time of the replacement. The proportionate service charge will be based on the number of years elapsed since the date of original installation of the Boiler and will be equal to a percentage of the current list price of the heat exchanger involved in the warranty claim (or the then nearest comparable Buderus model heat exchanger if the heat exchanger model involved in the warranty claim is no longer available) at the time the warranty claim is made. The service charge for the number of years elapsed is as follows: 11th year- 5%; 12th year- 10%; 13th year- 15%; 14th year-20%; 15th year-25%; 16th year-30%; 17th year-35%; 18th year-40%; 19th year-45%; 20th year- 50%; 21st year-55%; 22nd year -60%; 23 year - 65%; 24th year - 70%; 25th year and beyond - 75%. If the heat exchanger is no longer available because of product obsolescence or redesign, Buderus will provide a new residential cast iron water boiler at the then applicable retail price less the last list price of the heat exchanger that was not available.

### **General Terms and Conditions**

This warranty is subject to the conditions that the Residential Cast Iron Water Boiler must have been installed, maintained and repaired by a heating contractor whose principal occupation is the sale and installation of plumbing, heating and/or air conditioning equipment and that installation, maintenance and repair were performed in strict compliance with Buderus installation and engineering manuals for Residential Cast Iron Water Boilers. This warranty extends only to the first residential retail purchaser of the Boiler and only while the Boiler is owned by that purchaser and remains at its original installation site in the United States. Change in ownership or relocation of the boiler shall forthwith terminate this warranty without further notice.

**This warranty does not cover:**

1. Residential Cast Iron Water Boilers installed in buildings other than one or two family residential dwellings, unless they are buildings with individual Boilers for each residential dwelling unit.
2. Components or parts that are part of the Residential Cast Iron Water Boiler system but were not provided by Buderus as a part of the Residential Cast Iron Water Boiler.
3. The workmanship of any installer. Buderus disclaims and does not assume any liability of any nature for unsatisfactory performance caused by improper installation, repair or maintenance.
4. Any costs for labor for removal, reinstallation, repair and replacement of the alleged defective component or part, transportation to Buderus, if necessary, and any materials necessary to perform the repair or replacement.
5. Any Residential Cast Iron Water Boiler that is installed where polybutylene pipe without an oxygen barrier is used.
6. Any installation where the Residential Cast Iron Water Boiler is connected to any under floor radiant heating system that allows oxygen penetration of the system.
7. Any Residential Cast Iron Water Boiler that has a failure or malfunction resulting from improper or negligent operation, accident, abuse, freezing, misuse, unauthorized alteration or improper repair or maintenance.
8. Any Residential Cast Iron Water Boiler that is used or operated over its rated capacity or with insufficient water, is subjected to flood conditions or is operated with water or fuel additives that cause deposits or corrosion.
9. Damage to the Residential Cast Iron Water Boiler or any of its original components or parts caused by excessive temperatures or pressures, fuel or gas explosion, electrochemical reaction, water and air impurities, electrical failures, riots, insurrection or acts of God.

IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY SHALL BE LIMITED TO THE DURATION OF THE EXPRESS WARRANTY SET FORTH ABOVE. WITH THE EXCEPTION OF ANY WARRANTIES IMPLIED BY STATE LAW, AS HEREBY LIMITED, THE FOREGOING EXPRESS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, GUARANTIES, AGREEMENTS, AND SIMILAR

OBLIGATIONS OF BUDERUS WITH RESPECT TO THE REPAIR OR REPLACEMENT OF THE HEAT EXCHANGER OF A RESIDENTIAL CAST IRON WATER BOILER OR ANY COMPONENT OR PART OF THE BOILER ITSELF OR THE HEAT EXCHANGER THAT IS A PART THEREOF. BUDERUS EXPRESSLY DISCLAIMS AND EXCLUDES ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES OF ANY KIND FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, INJURY OR DAMAGE TO PERSONS OR PROPERTY OR DAMAGES FOR LOSS OF USE, INCONVENIENCE OR LOSS OF TIME. BUDERUS NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR BUDERUS ANY LIABILITY OTHER THAN THE LIMITED LIABILITY SET FORTH HEREIN.

*Some states do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long an implied warranty lasts, so the above limitations and exclusions may not apply to you.*

If you are the first purchaser at retail, and the current owner, of a Residential Cast Iron Water Boiler that is still located at the site of its original installation, and you think you are entitled to service under the foregoing warranty, you should notify the heating contractor who installed your boiler and ask that the contractor notify the distributor from whom the contractor purchased the Boiler. If this action is not possible or does not result in warranty service, contact Buderus, 50 Wentworth Avenue, Londonderry, NH 03053 with details in support of the warranty claim, including a copy of your original invoice or other proof of purchase and original installation date and location. The alleged defective components or parts must be returned to Buderus through trade channels in accordance with Buderus' procedure then in force for handling goods returned for the purpose of inspection to determine cause of failure. If Buderus determines that the returned components and/or parts are defective and that this warranty applies, Buderus will furnish the repaired or replacement components and/or parts to an authorized Buderus distributor who, in turn, will forward the components and/or parts to the heating contractor who installed your Residential Cast Iron Water Boiler.

*This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.*

**Buderus**

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