

## **Solaia Commercial Cast Iron Boiler Limited Warranty      Effective July 1, 2008**

Boyertown Furnace Company warrants that the cast iron heat exchanger of its commercial water boiler is free from defects in material and workmanship under normal usage for ten years from the date of original installation to the original commercial owner at the original place of installation. If any sections are found to have a manufacturing defect in materials or workmanship Boyertown Furnace will repair or, at its option replace them.

### Exceptions and Exclusions

1. The ten year warranty covers only the cast iron heat exchanger assembly. The burner, jacket, controls and other equipment furnished by Boyertown Furnace Company but purchased from other manufacturers shall be limited to their warranties, if any.
2. This warranty does not cover expenses for removal or reinstallation. The original commercial owner will be responsible for the cost of removing and reinstalling the defective part or its replacement and all labor and material connected therewith. Replacement material will be invoiced to the distributor in the usual manner and will be subject to adjustment upon proof of defect.
3. This warranty in no way can be considered as a guarantee of workmanship of an installer connected with the installation of the Solaia commercial cast iron boiler or as imposing on Boyertown Furnace Company liability of any nature in the installation which liability is expressly disclaimed.
4. This warranty will not be applicable if the boiler is used or operated over its rated capacity or is not maintained or installed in accordance with Boyertown Furnace Company's recommended or accepted good practice as determined by industry standards.
5. This warranty will not be applicable if the boiler has been damaged as a result of being improperly serviced or operated, including, but not limited to the following: operated with insufficient water, allowed to freeze, subjected to flood conditions, or operated with water conditions and or fuels or additions which cause condensation, unusual deposits, or corrosion in or on the cast iron sections.
6. This warranty applies only to boilers installed in the United States.
7. In order for this warranty to be effective (a) The boiler must have been assembled in strict compliance with the installation instructions furnished with the boiler by a heating contractor whose principle occupation is the sale and installation of heating equipment. (b) Boiler sections must not have been damaged in handling during shipment or installation.
8. The remedy for breach of this warranty is expressly limited to the repair or replacement of any part found to be defective under conditions of normal use; and the remedy for incidental, special or consequential damages or loss such as loss of the use of the materials, inconvenience or limitation of incidental or consequential damages so the above limitations or exclusions may not apply to you.
9. The warranty is lieu of all others, and any and all express or implied warranties (including, without limitation any implied warranties of merchantability or fitness for a particular purpose), are expressly limited in duration to the period of the warranty as previously stated herein. Some states do not allow limitations on how long an implied warranty lasts so the above limitation may not apply to you.

**This warranty does not extend to anyone except the first purchaser at retail and only when the boiler is in the original commercial installation location.**

Implied warranties of fitness for a particular purpose and merchantability shall be limited to the duration of the express warranty. Boyertown Furnace Company expressly disclaims and excludes any liability for consequential or incidental damages for breach of any express or implied warranty.

For prompt warranty service, notify the installer who in turn will notify the Boyertown Furnace distributor from where the boiler was purchased. If this action does not result in warranty service, contact the Boyertown Furnace Customer Service Department, P.O. Box 100, Boyertown, Pa. 19512, with details in support of the warranty claim. Alleged defective part or parts must be returned through trade channels in accordance with the Boyertown Furnace Company's procedure currently in force for handling returned goods for the purpose of inspection to determine cause of failure. Boyertown Furnace will furnish the new parts to an authorized Boyertown Furnace distributor who in turn will furnish the parts to the heating contractor who installed the boiler. If you have any questions about the coverage of this warranty, contact Boyertown Furnace Company at the above address.

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