

# COLUMBIA® BOILER COMPANY

*Limited (Five-Year) Warranty*

*for*

*Commercial/Industrial Boilers*

Effective June 1, 1989

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

## LIMITED WARRANTY

Columbia Boiler Company of Pottstown, Inc. ("Columbia") hereby warrants to the original consumer purchaser ("purchaser") that the pressure vessel of its Commercial/Industrial boilers models GL, CT, HRT, L, WL, MPH and CWH, are free from defects in materials and workmanship, and if such pressure vessel proves to be so defective within five (5) years of the date of installation, Columbia shall, at its option, furnish a replacement for, or repair such pressure vessel, provided Columbia is notified of the defect within thirty (30) days of the discovery of such defect. Purchaser's remedy shall be limited to such repair or replacement. Adjustment Policy: In the event that a pressure vessel is found to be defective one year or more following installation and is replaced by Columbia, the purchaser shall pay a proportionate charge for the time the defective pressure vessel has been in service based upon a percentage of the list price of such vessel at the time Columbia is notified of the defect as follows: 2nd year - 30%, 3rd year - 40%, 4th year - 50%, and 5th year - 60%.

THIS SHALL BE THE BUYER'S EXCLUSIVE REMEDY.

**COLUMBIA SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THIS OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED.**

## PRODUCTS COVERED BY THIS WARRANTY

This warranty is applicable only to the pressure vessel of those models of Commercial/Industrial boilers specified above that are installed in accordance with the basic BOCA Building Code and local statutes or ordinances, whichever shall be more restrictive. This warranty shall not apply to components of other manufacturers such as controls, instantaneous tankless heaters, burners, and other accessories, used or incorporated by Columbia. **ALL IMPLIED WARRANTIES RELATING TO SUCH COMPONENTS, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED. ANY IMPLIED WARRANTY RELATING TO THE PRESSURE VESSEL COVERED BY THIS LIMITED WARRANTY, INCLUDING THAT OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SHALL BE LIMITED TO THE PERIOD OF THIS LIMITED WARRANTY.**

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

Some states do not allow the exclusion or limitations on relief such as incidental or consequential damages, so the above limitation or exclusion may not apply to you.

## PURCHASER RESPONSIBILITIES

This limited warranty shall not apply and Columbia shall have no obligation thereunder unless the card attached hereto is completed and mailed to Columbia within thirty (30) days from the date of installation.

In the event the original consumer purchaser believes that there is a defect in material or workmanship of the pressure vessel, he shall, within thirty (30) days of the discovery of the defect, notify Columbia, in writing. Columbia or its authorized representative will inspect the pressure vessel to determine whether a defect exists and recommend repair or replacement if necessary under the terms of the warranty. If Columbia determines that no such defect exists, purchaser may still pursue its remedies by commencing a civil action, but must do so WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. Some states do not allow this one year limitation, so it may not be applicable to you.

This warranty does not cover expenses for removal or reinstallation. The Purchaser shall be responsible for the cost of removing the defective pressure vessel and reinstalling the replacement vessel including freight, labor and material connected therewith. Upon request of Columbia, it shall be the obligation of the purchaser to ship pre-paid to Columbia the defective pressure vessel for inspection or repair.

This limited warranty is applicable only to defects in material and workmanship and shall not cover failure of the pressure vessel due to any other reason including, but not limited to (a) lack of water, (b) freezing, (c) floods, (d) fire, (e) acts of God, (f) negligent or improper operation or installation, (g) corrosion of tubes or plates, (h) mud or scale accumulation, (i) leaky gaskets, (j) improper water conditioning, (k) improper maintenance of external and fireside surfaces.

# COLUMBIA® BOILER COMPANY OF POTTSTOWN

P.O. Box 1070, Pottstown, PA 19464

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Printed in U.S.A.

Consult factory for special waste oil boiler warranty provisions.