

# Limited Lifetime Warranty For Buderus

## Residential Cast Aluminum GB142 Boilers

(CONDENSING GAS BOILERS WITH A GROSS INPUT RATING UP TO 199,000 BTU/HR)

Subject to the terms and conditions set forth below, BBT North America Corporation, Londonderry, New Hampshire ("BBTNA") hereby extends the following limited warranties to the original residential retail purchaser of its Buderus Cast Aluminum Boiler manufactured and shipped on or after October 1, 2004.

### **First year – Limited Warranty for Residential Cast Aluminum Boilers**

BBTNA warrants to the original residential retail purchaser of the Residential Cast Aluminum Boiler that the Boiler shall remain free from defects in the workmanship and materials during proper use at the original installation, provided proper and yearly 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 BBTNA, at its option, will repair or replace the defective part as it finds necessary in accordance with BBTNA then applicable warranty service procedures.

### **Second Year and Beyond – Limited Warranty for Aluminum Heat Exchanger of Residential Cast Aluminum Boilers**

BBTNA warrants to the original residential retail purchaser of a Buderus Residential Cast Aluminum 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 that proper and yearly documented maintenance is carried 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 Aluminum Boiler, a leak in the heat exchanger of the Boiler should occur, and if, following a warranty claim made during that period, BBTNA determines that the leak is the result of a defect in workmanship of materials, this warranty shall apply on the terms and conditions set forth herein, and BBTNA, at its option, will repair the defective heat exchanger or replace the heat exchanger only with the nearest comparable model available from BBTNA 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 Aluminum Boiler and thereafter, a leak in the heat exchanger of the Boiler should occur, and if, following a warranty

claim made during that period, BBTNA determines that the leak is the result of a defect in workmanship of materials, this warranty shall apply on the terms and conditions set forth herein, BBTNA, upon payment of a proportionate service charge as set forth below, will at its option, repair the defective heat exchanger or replace the heat exchanger only with the nearest comparable model available from BBTNA 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: 11<sup>th</sup> year – 20%; 12<sup>th</sup> year – 40%; 13<sup>th</sup> year – 50%; 14<sup>th</sup> year – 60%; 15<sup>th</sup> year and beyond 75%. If the heat exchanger is no longer available because of product obsolescence or redesign, BBTNA will provide a new residential cast aluminum Boiler at the then applicable retail price less the proportional service charge allowance as described above.

### **General Terms and Conditions**

This warranty is subject to the conditions that the Residential Cast Aluminum Boiler must have been installed, maintained and repaired by a professional 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 GB142 Installation and Servicing Instructions and Engineering manuals for the Residential Cast Aluminum Boiler. 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 or Canada. Change in ownership or relocation of the Boiler shall terminate this warranty without further notice.

### **This warranty does not cover:**

1. Residential Cast Aluminum Boiler 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 Aluminum Boiler system but were not provided by Buderus as a part of the Residential Cast Aluminum Boiler.

3. The workmanship of any installer. BBTNA disclaims and does not assume any liability of any nature for unsatisfactory performance caused by improper installation, repair or incompletely documented annually required maintenance.
4. Any costs for labor for removal, reinstallation, repair and replacement of the alleged defective component or part, transportation to BBTNA, if necessary, and any materials necessary to perform the repair or replacement.
5. Any Residential Cast Aluminum Boiler that is installed where polybutylene pipe without an oxygen barrier is used.
6. Any installation where the Residential Cast Aluminum Boiler is connected to any under floor radiant heating system that allows oxygen penetration of the system.
7. Any Residential Cast Aluminum Boiler that has a failure of malfunction resulting from improper or negligent operation, accident, abuse, freezing, misuse, unauthorized alteration or improper repair or maintenance.
8. Any Residential Cast Aluminum Boiler that is used or operated over its rated capacity or with insufficient water, is subjected to flood conditions or is operated with water of fuel additives that cause deposits or corrosion.
9. Damage to the Residential Cast Aluminum Boiler or any of its original components or parts caused by excessive temperatures or pressures fuel or gas explosion, electro-chemical reaction, water and air impurities, electrical failures, riots, insurrection or acts of God.
10. Any residential Cast Aluminum Boilers operated with non approved anti-freeze agents as well as any Cast Aluminum Boiler installed without the Buderus supplied GB142 manifold.
11. Any damage or failure resulting from contaminated air, including, but not limited to, sheetrock and/or plasterboard particles, dirt or dust, introduced into the Cast Aluminum Boiler as well as any damage or failure resulting from hard water scale build-up on the inside of the heat exchanger tubes.

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

ALL OTHER WARRANTIES, GAURANTIES, AGREEMENTS, AND SIMILAR OBLIGATIONS OF BUDERU WITH RESPECT TO THE REPAIR OBLIGATIONS OF BBTNA WITH RESPECT TO THE REPAIR OR REPLACEMENT OF THE HEAT EXCHANGER OF A RESIDENTIAL CAST ALUMINUM BOILER OR ANY COMPONENT OR PART OF THE BOILER ITSELF OR THE HEAT EXCHANGER THAT IS A PART THEREOF. BBTNA 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. BBTNA NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR BBTNA 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 the Residential Aluminum 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 Hydronic Systems, Inc., 50 Wentworth Ave, 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 Aluminum 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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