

Limited Warranty

For Commercial Grade Boilers

Using Cast Iron, Carbon Steel,
or Stainless Steel Heat Exchangers
and Parts/Accessories

Subject to the terms and conditions set forth below, Burnham Commercial, Lancaster, Pennsylvania hereby extends the following limited warranties to the original owner of a commercial grade water or steam boiler or Burnham Commercial supplied parts and/or accessories manufactured and shipped on or after October 1, 2009:

ONE YEAR LIMITED WARRANTY ON COMMERCIAL GRADE BOILERS AND PARTS / ACCESSORIES SUPPLIED BY BURNHAM COMMERCIAL.

Burnham Commercial warrants to the original owner that its commercial grade water and steam boilers and parts/accessories comply at the time of manufacture with recognized hydronic industry standards and requirements then in effect and will be free of defects in material and workmanship under normal usage for a period of one year from the date of original installation. If any part of a commercial grade boiler or any part or accessory provided by Burnham Commercial is found to be defective in material or workmanship during this one year period, Burnham Commercial will, at its option, repair or replace the defective part (not including labor).

HEAT EXCHANGER WARRANTIES

Burnham Commercial warrants to the original owner that the heat exchanger of its commercial grade boilers will remain free from defects in material and workmanship under normal usage for the time period specified in the chart below to the original owner at the original place of installation. If a claim is made under this warranty during the "No Charge" period from the date of original installation, Burnham Commercial will, at its option, repair or replace the heat exchanger (not including labor). If a claim is made under this warranty after the expiration of the "No Charge" period from the date of original installation, Burnham Commercial will, at its option and upon payment of the pro-rated service charge set forth below, repair or replace the heat exchanger. The service charge applicable to a heat exchanger warranty claim is based upon the number of years the heat exchanger has been in service and will be determined as a percentage of the retail price of the heat exchanger model involved at the time the warranty claim is made as follows:

| Years in Service | Service Charge as a % of Retail Price | | | | | | | | | | |
|------------------|---------------------------------------|---|-----|----|----|----|----|-----|---|-----|--|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10+ | |
| Cast Iron | No Charge | | | | | | | | | 100 | |
| Carbon Steel | No Charge | | 100 | | | | | | | | |
| Stainless Steel | No Charge | | | 20 | 40 | 60 | 80 | 100 | | | |

NOTE: If the heat exchanger involved is no longer available due to product obsolescence or redesign, the value used to establish the retail price will be the published price as set forth in Burnham Commercial Repair Parts Pricing where the heat exchanger last appeared or the current retail price of the then nearest equivalent heat exchanger, whichever is greater.

ADDITIONAL TERMS AND CONDITIONS

- Applicability:** The limited warranties set forth above are extended only to the original owner at the original place of installation within the United States and Canada. These warranties are applicable only to boilers, parts, or accessories designated as commercial grade by Burnham Commercial and installed and used exclusively for purposes of commercial space heating or domestic hot water generation through a heat exchanger (or a combination for such purposes) and do not apply to residential grade products or industrial uses.
- Components Manufactured by Others:** Upon expiration of the one year limited warranty on commercial grade boilers, all boiler components other than heat exchangers manufactured by others but furnished by Burnham Commercial (such as oil burner, circulator and controls) will be subject only to the manufacturer's warranty, if any.
- Proper Installation:** The warranties extended by Burnham Commercial are conditioned upon the installation of the commercial grade boiler, parts, and accessories in strict compliance with Burnham Commercial installation instructions. Burnham Commercial specifically disclaims liability of any kind caused by or relating to improper installation.
- Proper Use and Maintenance:** The warranties extended by Burnham Commercial conditioned upon the use of the commercial grade boiler, parts, and accessories for its intended purposes and its maintenance accordance with Burnham Commercial recommendations and hydronics industry standards. For proper installation, use, and maintenance, see all applicable sections of the Installation and Operating, and Service Instructions Manual furnished with the unit.
- This warranty does not cover the following:
 - Expenses for removal or reinstallation. The owner will be responsible for the cost of removing and reinstalling the alleged defective part or its replacement and all labor and material connected therewith, and transportation to and from Burnham Commercial.
 - Components that are part of the heating system but were not furnished by Burnham Commercial as part of the commercial boiler.
 - Improper burner adjustment, control settings, care or maintenance.
 - This warranty cannot be considered as a guarantee of workmanship of an installer connected with the installation of the Burnham Commercial boiler, or as imposing on Burnham Commercial liability of any nature for unsatisfactory performance as a result of faulty workmanship in the installation, which liability is expressly disclaimed.

- Boilers, parts, or accessories installed outside the 48 contiguous United States, the State of Alaska and Canada.
 - Damage to the boiler and/or property due to installation or operation of the boiler that is not in accordance with the boiler installation and operating instruction manual.
 - Any damage or failure of the boiler resulting from hard water, scale buildup or corrosion the heat exchanger.
 - Any damage caused by improper fuels, fuel additives or contaminated combustion air that may cause fireside corrosion and/or clogging of the burner or heat exchanger.
 - Any damage resulting from combustion air contaminated with particulate which cause clogging of the burner or combustion chamber including but not limited to sheetrock or plasterboard particles, dirt, and dust particulate.
 - Any damage, defects or malfunctions resulting from improper operation, maintenance, misuse, abuse, accident, negligence including but not limited to operation with insufficient water flow, improper water level, improper water chemistry, or damage from freezing.
 - Any damage caused by water side clogging due to dirty systems or corrosion products from the system.
 - Any damage resulting from natural disaster.
 - Damage or malfunction due to the lack of required maintenance outlined in the Installation and Operating Manuals furnished with the unit.
- Exclusive Remedy:** Burnham Commercial obligation for any breach of these warranties is limited to the repair or replacement of its parts (not including labor) in accordance with the terms and conditions of these warranties.
 - Limitation of Damages:** Under no circumstances shall Burnham Commercial be liable for incidental, indirect, special or consequential damages of any kind whatsoever under these warranties, including, but not limited to, injury or damage to persons or property and damages for loss of use, inconvenience or loss of time. Burnham Commercial liability under these warranties shall under no circumstances exceed the purchase price paid by the owner for the commercial grade boiler involved. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.
 - Limitation of Warranties:** These warranties set forth the entire obligation of Burnham Commercial with respect to any defect in a commercial grade boiler, parts, or accessories and Burnham Commercial shall have no express obligations, responsibilities or liabilities of any kind whatsoever other than those set forth herein. These warranties are given in lieu of all other express warranties.

ALL APPLICABLE IMPLIED WARRANTIES, IF ANY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY LIMITED IN DURATION TO A PERIOD OF ONE YEAR EXCEPT THAT IMPLIED WARRANTIES, IF ANY, APPLICABLE TO THE HEAT EXCHANGER IN A COMMERCIAL GRADE BOILER SHALL EXTEND TO THE ORIGINAL OWNER FOR THE TIME SPECIFIED IN THE HEAT EXCHANGER SECTION SHOWN ABOVE AT THE ORIGINAL PLACE OF INSTALLATION. SOME STATES DO NOT ALLOW LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

PROCEDURE FOR OBTAINING WARRANTY SERVICE

In order to assure prompt warranty service, the owner is requested to complete and mail the Warranty Card provided with the product or register product online at www.burnhamcommercialcastiron.com within ten days after the installation of the boiler, although failure to comply with this request will not void the owner's rights under these warranties. Upon discovery of a condition believed to be related to a defect in material or workmanship covered by these warranties, the owner should notify the installer, who will in turn notify the distributor. If this action is not possible or does not produce a prompt response, the owner should write to Burnham Commercial, P.O. Box 3939, Lancaster, PA 17604, giving full particulars in support of the claim. The owner is required to make available for inspection by Burnham Commercial or its representative the parts claimed to be defective and, if requested by Burnham Commercial to ship these parts prepaid to Burnham Commercial at the above address for inspection or repair. In addition, the owner agrees to make all reasonable efforts to settle any disagreement arising in connection with a claim before resorting to legal remedies in the courts.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

