



LIMITED WARRANTY

LIMITED WARRANTY

Subject to the terms and conditions herein, Seller warrants to the original owner at the original installation site that products manufactured by Seller ("Products") comply, at the time of manufacture, with recognized hydronics industry regulatory agency standards and requirements therein effect and will be free from defects in materials and workmanship for a period of 12 months after the date of start-up or 18 months after the date of shipment, whichever shall be less (the "Warranty Period")

REMEDY

- A. The sole 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 within the Warranty Period. Installation is not included.
- B. Warranty The owner must notify the original installer of the Product and Seller (Attention: Burnham Commercial, PO Box 3939, Lancaster, PA 17604) in writing, within the Warranty Period, providing a detailed description of all claimed defects. Transportation to a factory or other designated facility for repairs of any products or items alleged defective shall, in all events, be the responsibility and at the cost of the owner.

EXCLUSIONS

Seller shall have no liability for:

- A. Incidental, special or consequential damages, such as loss of the use of products, facilities or production, inconvenience, loss of time or labor expense involved in the repairing or replacing of the alleged defective Product.
- B. The performance of any Product under conditions varying materially from those under such Products is usually tested under industry standards as of the shipment time.
- C. Any damage to the Product due to abrasion, erosion, corrosion, deterioration, abnormal temperatures or the influence of foreign matter or energy.
- D. The design or operation of owner's plant or equipment or of any facility or system of which any Product may be made a part.
- E. The suitability of any Product for any particular application.

- F. Any failure resulting from misuse, modification, not authorized by Seller in writing, improper installation or lack of proper maintenance.
- G. Equipment furnished by the owner, either mounted or unmounted, or when contracted for by owner to be installed or handled.

Seller's liability under this warranty shall not in any case exceed the amount paid for the Product found defective.

THIRD-PARTY WARRANTIES

For goods or components not manufactured by Seller, the warranty obligations of Seller shall, in all respects, conform and be limited to the warranty actually extended to Seller by its vendors.

SEVERABILITY

To the extent that any provisions of this warranty would be void or prohibited under applicable law, such provisions shall be limited in effect to the minimum extent necessary to render the remaining provisions hereof enforceable.

NO OTHER WARRANTIES

Seller makes no implied warranty of merchantability or fitness for a particular purpose, or other warranties with respect to any products or services except as expressly set forth in this limited warranty.

Form No. 81460393R1-1/11
Printed in the U.S.A.
Lancaster, PA 17601
Phone: 888-791-3790
www.burnhamcommercial.com