

# Residential Cast Iron Boilers/Parts Limited Warranty Effective June 1, 2011

PB Heat, LLC, New Berlinville, Pennsylvania, hereinafter referred to as "PB Heat", warrants to the original residential owner of any residential boiler or boiler parts, at the original installation site, for a period of one year from date of installation, that the boiler and boiler parts manufactured by PB Heat are free from manufacturing defects in materials and workmanship, when used under normal conditions and when such boiler has not been modified or changed in any manner after leaving the plant of PB Heat. If any boiler or boiler parts manufactured by PB Heat are found to have manufacturing defects in materials or workmanship, such will be repaired or replaced by PB Heat. Notification of claimed defects are to be made in writing to PB Heat, giving full particulars in support of claim. PB Heat, may, at its option, examine and inspect the alleged defective boiler or boiler parts. PB Heat may request that the materials be returned to PB Heat at owner's expense for factory inspection. The determination as to whether boiler or boiler parts shall be replaced, or in the alternative, repaired, shall be made by PB Heat.

#### ONE-YEAR WARRANTY - ALL BOILERS

PB Heat warrants that its residential boilers are free from defects in materials and workmanship for one year from date of installation. If any boiler or boiler parts are found to have a manufacturing defect in materials or workmanship, PB Heat will repair or, at its option, replace them.

### LIMITED LIFETIME WARRANTY - WATER BOILERS

PB Heat warrants that the cast iron sections of its residential water boilers are free from defects in materials and workmanship under normal usage during the lifetime of the original owner at the original place of installation. If any sections are found to have a manufacturing defect in materials or workmanship, PB Heat will repair or, at its option, replace them.

#### TEN-YEAR LIMITED WARRANTY - STEAM BOILERS

PB Heat warrants that the **cast iron sections** of its residential steam boilers are free from defects in materials and workmanship through the tenth year following date of installation. If any sections are found to have a manufacturing defect in materials or workmanship, PB Heat will repair or, at its option, replace them.

THE LIMITED LIFETIME AND TEN-YEAR LIMITED WARRANTIES ARE CONDITIONED UPON REGISTRATION OF THE BOILER. NEITHER WARRANTY SHALL EXTEND TO PURCHASERS OR OWNERS WHO FAIL TO FULLY REGISTER THEIR BOILER WITH PB HEAT.

All of the above warranties are subject to the conditions that the PB Heat boiler must have been installed by a heating contractor whose principal occupation is the sale and installation of heating equipment. The boiler must be installed in a one or two family dwelling unit where the original purchaser of the boiler resides on a permanent basis. The boiler must be maintained as described in the Installation, Operation and Maintenance Manual supplied with the boiler and should be inspected annually by a qualified heating specialist whose principal occupation is the installation and servicing of heating equipment.

#### THESE RESIDENTIAL WARRANTIES DO NOT COVER:

- Boilers installed in buildings other than one- or two-family dwelling units.
- Component parts of the heating system not manufactured by PB Heat as part of the boiler.
- 3. Workmanship of any installer of PB Heat boilers. This warranty does not assume any liability of any nature for unsatisfactory performance caused by improper installation.
- 4. Costs for labor for removal and reinstallation of an alleged defective boiler or boiler parts, transportation to PB Heat, and any other materials necessary to perform the exchange. Replacement material will be invoiced to the distributor in the usual manner and will be subject to adjustment upon verification of defect.
- 5. Any boiler that 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; operated with water conditions and/or fuels or additives which cause unusual deposits or corrosion in or on the heat exchanger or subject to any other abuse or negligence.
- Any boiler that has been damaged as a result of natural disasters, including, but not limited to, lightning, fire, earthquake, hurricanes, tornadoes or floods.
- Boilers used for any purpose other than residential space heating or indirectly heating water for domestic usage.

THESE WARRANTIES DO NOT EXTEND TO ANYONE EXCEPT THE FIRST PURCHASER AT RETAIL AND ONLY WHEN THE BOILER IS IN THE ORIGINAL INSTALLATION SITE.

Before warranty claims will be honored, PB Heat shall have the opportunity to directly, or through its authorized representative, examine and inspect the alleged defective boiler or boiler parts. The decision whether to repair or, in the alternative, replace boilers or boiler parts shall be made by PB Heat or its authorized representative.

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ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED WITH RESPECT TO ALL PURCHASERS OR OWNERS. FAILURE TO FULLY REGISTER THE BOILER WITH PB HEAT SHALL HAVE NO EFFECT ON THE DISCLAIMER OF THESE IMPLIED WARRANTIES.

ALL EXPRESS WARRANTIES SHALL BE LIMITED TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY AND EXCLUDE ANY LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES RESULTING FROM THE BREACH OF ANY EXPRESS WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. PRODUCTS OR PARTS OF OTHER MANUFACTURERS ATTACHED OR SOLD AS PART OF A COVERED BOILER ARE SPECIFICALLY EXCLUDED FROM THE WARRANTY.

For prompt service, notify the original installer who, in turn, will notify the PB Heat distributor who supplied the boiler. If this does not result in prompt service, contact PB Heat, LLC with details in support of the warranty claim. Alleged defective parts must be returned in accordance with PB Heat's procedure currently in force for handling returned goods for purpose of determining cause of failure. PB Heat will furnish the new parts to an authorized distributor who will furnish the parts to the heating contractor who installed the boiler. For any questions about coverage of this warranty, contact PB Heat.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. PB HEAT'S FAILURE TO ENFORCE ANY TERMS OR CONDITIONS STATED HEREIN SHALL NOT BE CONSTRUED TO BE A WAIVER OF SUCH PROVISION.

