

VISSMANN MANUFACTURING COMPANY (U.S.) INC. ("Viessmann")

STANDARD LIMITED WARRANTY

For Hydronic Heating Boilers - Gas-Fired Condensing Stainless Steel Boilers Only (the "Standard Warranty" or the "Warranty")

TERMS AND CONDITIONS OF WARRANTY

Viessmann provides this Warranty only to the original end user purchaser (the "Owner") of a Viessmann Stainless Steel Hydronic Heating Boiler of less than 530,000 BTU output purchased after September 1, 2016, in the United States of America for installations in the United States (the "Boiler"), provided the Owner uses the Boiler at the site of original installation in accordance with the terms hereof.

This Warranty provides specific legal rights. You may have other rights which vary from State to State in the United States of America. The rights in this Warranty are conditioned upon: (a) the proper installation of the Boiler in accordance with all applicable rules, regulations, industry standards and Viessmann instructions by a mechanical contractor or installer whose principal occupation is the sale and installation of heating, plumbing, and/or air conditioning equipment and who is properly licensed under all relevant and/or applicable laws of the jurisdiction in which the Boiler is installed ("Contractor"); (b) proper operation, and maintenance of the Boiler by a Contractor in accordance with the product manuals; (c) the original and continuous installation and use of the Boiler by an Owner within the United States of America; and (d) performance of warranted part replacements or repairs by a Contractor.

WARRANTY AND WARRANTY PERIODS

Viessmann's obligation under this Warranty is limited to the repair or replacement, at the sole discretion of Viessmann, of any goods or parts which do not conform to the express Warranty provided herein. Labor and all other costs for the examination, removal and/or re-installation of defective parts, and transportation costs for defective or replacement parts, are not covered by this Warranty.

LIMITED TWO (2) YEAR WARRANTY

Viessmann warrants that the Boiler enclosure, burner, controls, and other accessories Viessmann provides as standard equipment on the Boiler will be free from defects in material and workmanship for TWO (2) YEARS from the Date of Original Installation of the Boiler.

LIMITED FIVE (5) YEAR WARRANTY FOR RESIDENTIAL APPLICATIONS

If the Owner uses the Boiler exclusively for personal, family and household purposes in a single family dwelling or a residential building where Boiler services only the Owner's residence ("Residential Applications") Viessmann warrants that the Boiler enclosure, burner, controls, and other accessories that Viessmann provides as standard equipment on the Boiler will be free from defects in material and workmanship for FIVE (5) YEARS from the Date of Original Installation of the Boiler.

LIMITED TEN (10) YEAR WARRANTY FOR THE PRESSURE VESSEL

Viessmann warrants that the pressure vessel of the Boiler will be free from defects in materials and workmanship resulting in a leak for TEN (10) YEARS from the Date of Original Installation of the Boiler.

LIMITED LIFETIME WARRANTY FOR THE PRESSURE VESSEL AFTER THE TENTH (10TH) YEAR FOR RESIDENTIAL APPLICATIONS

If the Owner uses the Boiler exclusively in a Residential Application, Viessmann warrants that the pressure vessel will remain free from defects in materials and workmanship resulting in a leak during the life time of the boiler. Repair or replacement of a pressure vessel defective in material or workmanship after the tenth year in Residential Applications will be made only upon the Owner's payment of a proportionate charge based upon the length of time the pressure vessel has been installed.

The proportionate charge is the percentage of the then current Viessmann list price of the pressure vessel when the warranty claim is made, determined as follows: 11th year - Owner 20%, Viessmann 80%; 12th year - Owner 40%, Viessmann 60%; 13th year - Owner 50%, Viessmann 50%; 14th year - Owner 60%, Viessmann 40%; 15th year and beyond - Owner 75%, Viessmann 25%.

If a pressure vessel for the Boiler is no longer available when the warranty claim is made, Viessmann will provide a new condensing Boiler at the then current retail price subject to the following: The Owner must pay the then current retail price for the replacement boiler less a credit based upon (1) the percentage the list price of the pressure vessel of the new boiler bears to the list price of the entire boiler, and (2) Viessmann's share of the proportionate charge detailed above. By way of example, if the pressure vessel fails in the 14th year and the list price of the pressure vessel is 30% of the list price of the new boiler, the Owner will receive a credit of 12% of the retail list price of the new boiler (30% of Viessmann's 40% share of proportionate charge in the 14th year).

REPLACEMENT PARTS

Replacement or repaired parts provided under this Warranty are warranted for the applicable unexpired period of this Warranty, or the term of Viessmann's Parts Warranty, whichever is longer.

COMMENCEMENT OF WARRANTY PERIODS

The Warranty Periods commence on the date the Boiler is installed (the "Date of Original Installation"). In the event of a dispute as to the Date of Original Installation, the shipping date from the Viessmann facility, as recorded in the books and records of Viessmann, shall be deemed to be the Date of Original Installation.

WARRANTY EXPRESSLY EXCLUDES THE FOLLOWING

1. THE REMEDY PROVIDED IN THIS WARRANTY IS THE EXCLUSIVE REMEDY OF THE OWNER. VIESSMANN SHALL NOT BE RESPONSIBLE FOR ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF USE AND LOST PROFITS). VIESSMANN'S MAXIMUM CUMULATIVE LIABILITY SHALL NOT EXCEED THE ACTUAL PURCHASE PRICE THE ORIGINAL END-USER PURCHASER PAID FOR THE BOILER. 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.
2. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. VIESSMANN MAKES NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. ANY SUCH WARRANTY IMPOSED BY LAW IS LIMITED TO THE PERIOD OF THE LIMITED WARRANTY PROVIDED HEREIN. NO WARRANTY ARISING BY USAGE, CUSTOM, COURSE OF DEALING OR COURSE OF PERFORMANCE IS GIVEN BY VIESSMANN OR SHALL ARISE. IN CONNECTION WITH THIS WARRANTY. Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.
3. Liability or damages caused by improper installation or unsuitable or improper use or operation of the Boiler, incorrect Boiler start-up, incorrect or careless handling, improper control adjustment or control strategy, incorrect burner adjustment, disregard of the operating and maintenance instructions or any other instructions supplied with the Boiler, alteration of the Boiler, or use of unauthorized replacement parts.
4. The workmanship of the Contractor and repairs or replacement of parts required due to poor workmanship of the Contractor.
5. Components and parts not furnished by Viessmann.
6. (a) Damage caused by improper care or maintenance, including, but not limited to improper removal of Boiler condensate, and (b) failure to inspect and service the Boiler in accordance with Viessmann's product manuals. The Boiler and its burner must be operated, serviced, inspected and cleaned in accordance with the product manuals.
7. Damage to the Boiler or any of its parts caused by matters outside the control of Viessmann, including excessive temperatures or pressures, unsuitable fuels, fuel impurities, improper fuel mixture, fuel or gas explosion, electrical, chemical or electrochemical reaction, water impurities, unsuitable water conditions as per system design guidelines, water conditions causing unusual deposits within the water side and heat exchanger combustion area of the pressure vessel within the Boiler, water treatment chemicals, electrical failures and surges, acts of God, combustion air contaminated externally, air impurities, sulfur or sulfuric action or reaction, dust particles, corrosive vapors, oxygen corrosion, situating the Boiler in an unsuitable location or continuing use of the Boiler after onset of a malfunction or discovery of a defect.
8. Damage to the Boiler or any of its original or authorized replacement parts caused by a water conditioning system in the building in which the Boiler is installed not conforming to Viessmann specifications.
9. Wear and tear and/or consumption of parts including, but not limited to, fuses, gaskets, ignitors, electrodes, combustion chamber linings, and parts in direct contact with the open flame.

NON- ASSIGNABILITY

No Viessmann warranties are assignable.

ARBITRATION

IN THE EVENT OF ANY DISPUTE BETWEEN VIESSMANN AND THE OWNER ARISING OUT OF THE INTERPRETATION OR PERFORMANCE OF THIS WARRANTY, OR THE PARTS AND EQUIPMENT COVERED HEREUNDER, SUCH DISPUTE SHALL BE SUBMITTED TO BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). THE ARBITRATION SHALL BE CONDUCTED BY THREE (3) ARBITRATORS, ONE OF WHOM SHALL BE NOMINATED BY VIESSMANN, ONE BY THE OWNER AND THE THIRD BY THE FIRST TWO NOMINEES IF THEY CAN AGREE AND OTHERWISE IN ACCORDANCE WITH THE RULES OF THE AAA. ALL CLAIMS OR DISPUTES SHALL BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS OR DISPUTES TO BE ARBITRATED ON A CLASS ACTION BASIS.

HOW TO MAKE A WARRANTY CLAIM

For prompt warranty service, notify the Contractor who installed your Boiler. If this action does not result in warranty service, contact Viessmann directly at the address below.

The obligations of Viessmann under this Warranty apply only when the Owner promptly notifies the Contractor of the issue giving rise to the claim and in no event later than fourteen (14) days after its occurrence.

Viessmann Manufacturing Company (U.S.) Inc.
45 Access Road Warwick, Rhode Island • 02886 • USA
Telephone: (401) 732-0667 • Fax: (401) 732-0590
www.viessmann-us.com