

**LIMITED ONE YEAR PARTS WARRANTY**  
(the "Parts Warranty" or the "Warranty")

**ATTENTION MECHANICAL CONTRACTOR and FIRST RETAIL PURCHASER**

**TERMS AND CONDITIONS OF WARRANTY**

Viessmann provides this Warranty only to the first purchaser at retail (the "Original Owner") of the Viessmann Part when the Part is purchased after October 15, 2016, and installed in or used in connection with the Viessmann Product for which the Part is intended, at the original site of installation of the Viessmann Product within the United States of America (the "Viessmann Product"). Viessmann Parts must bear a Viessmann part number and appear on a Viessmann price list and be parts which are not covered by any third party warranty. Certain parts, described in section 8 of the exclusions below, are not warranted. Warranted Viessmann Parts satisfying the criteria in this paragraph are referred to in this Warranty as the "Part."

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 Part 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 Part is installed ("Contractor"); (b) proper operation, and maintenance of the Viessmann Product in which the Part is installed in accordance with the product manuals; and (c) the original and continuous installation and use of the Part by the Original Owner within the United States of America.

**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 Part that does 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.

**LIMITED ONE (1) YEAR WARRANTY**

Viessmann warrants that the Part will be free from defects in material and workmanship for ONE (1) YEAR from the Date of Purchase (as defined herein).

**WARRANTY PART REPAIRS AND REPLACEMENTS**

Parts repaired or replaced under another valid Viessmann Warranty covering the Viessmann Product are warranted for the unexpired balance of the applicable original warranty period, or ONE (1) YEAR from the Date of Purchase, whichever is longer.

**COMMENCEMENT OF WARRANTY PERIOD**

The Warranty Period commences on the date the Original Owner first purchases the Part (the "Date of Purchase").

In the event of a dispute as to the Date of Purchase, the date of the purchase order for the Part from the Contractor or authorized Viessmann dealer or distributor, as recorded in the books and records of Viessmann, shall be deemed to be the Date of Purchase.

**WARRANTY EXPRESSLY EXCLUDES THE FOLLOWING**

1. THE REMEDY PROVIDED IN THIS WARRANTY IS THE EXCLUSIVE REMEDY OF THE OWNER. VISSMANN SHALL NOT BE RESPONSIBLE FOR ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF USE AND LOST PROFITS). VISSMANN'S MAXIMUM CUMULATIVE LIABILITY SHALL NOT EXCEED THE ACTUAL PURCHASE PRICE THE ORIGINAL END-USER PURCHASER PAID FOR THE COMPONENT. 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. VISSMANN 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 OR CUSTOM OR COURSE OF DEALING OR COURSE OF PERFORMANCE IS GIVEN BY VISSMANN 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 Component or the Viessmann Product, including incorrect Boiler start-up, adjustment or control strategy, incorrect burner adjustment, disregard of the operating and maintenance instructions or any other instructions supplied with the Component or Viessmann Product, 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. (a) Damage caused by improper care, installation or maintenance of the Part or the Viessmann Product, and (b) failure to operate, inspect and service the Part or the Viessmann Product in accordance with Viessmann's product manuals.

6. Damage to the Part 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 Viessmann Product in an unsuitable location, or continuing use of the Viessmann Product after onset of a malfunction or discovery of a defect.

7. Damage to the Part caused by a water conditioning system in the building in which the Viessmann Product is installed not conforming to Viessmann specifications.

8. Wear and tear and/or consumption of parts including, but not limited to electrodes, ignitors, fuses, gaskets, combustion chamber linings, and any parts in direct contact with the open flame.

#### **NON- ASSIGNABILITY**

This Warranty is not assignable.

#### **ARBITRATION**

IN THE EVENT OF ANY DISPUTE BETWEEN VISSMANN 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 VISSMANN, 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 Part. 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.

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