

Limited Warranty for Buderus Cast Iron and Cast Aluminum Boilers Installed in Commercial Applications

Subject to the terms and conditions set forth below, Bosch Thermotechnology Corporation, Londonderry, New Hampshire ("BTC") hereby extends the following limited warranties to the original commercial retail purchaser of its Buderus Boilers.

First through fifth years: Heat Exchanger Warranty

Bosch Thermotechnology Corp. ("BTC") warrants that its boilers are free from defects in material and workmanship for five years from the date of installation at the original installation site. If BTC finds any heat exchanger related parts to be defective in manufacture, BTC will repair or replace the heat exchanger or the heat exchanger related defective parts.

First year

All electrical and combustion components have a full 1 year warranty from the date of installation at the original job site.

General Terms and Conditions

This warranty is subject to the conditions that the Boiler must have been installed, maintained and repaired by a professional heating contractor whose principal occupation is the sale and installation of plumbing, heating and/or air conditioning equipment and that installation, maintenance and repair were performed in strict compliance with Buderus Installation and Servicing Instructions and Engineering manuals for the Boiler. This warranty extends only to the first commercial retail purchaser of the Boiler and only while the Boiler is owned by that purchaser and remains at its original installation site in the United States or Canada. Change in ownership or relocation of the Boiler shall terminate this warranty without further notice.

THIS IS A LIMITED WARRANTY AND BTC MAKES NO EXPRESS OR IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTIES OR REPRESENTATIONS EXCEPT AS EXPLICITLY SET FORTH HEREIN. BTC SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, INJURY OR DAMAGE TO PERSONS OR PROPERTY OR DAMAGES FOR LOSS OF USE, INCONVENIENCE OR LOSS OF TIME.

Some states do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long an implied warranty lasts, so the above limitations and exclusions may not apply to you.

This warranty does not cover:

1. Components or parts that are part of the heating system, but were not furnished by Buderus as a part of the commercial boiler.
2. The workmanship of any installer. In addition, this warranty does not assume any liability of any nature for unsatisfactory performance caused by improper installation.
3. Any costs for labor for removal and reinstallation of the

- alleged defective part, transportation to BTC if necessary, and any materials necessary to perform the repair or replacement.
4. Defects or costs arising from improper burner adjustments, control settings, care or maintenance.
5. Any Boiler that is installed where polybutylene pipe without an oxygen barrier is used.
6. Any installation where the Boiler is connected to any under floor radiant heating system that allows oxygen penetration of the system.
7. Any Boiler that has a failure or malfunction resulting from improper or negligent operation, accident, abuse, freezing, misuse, unauthorized alteration or improper repair or maintenance.
8. Any Boiler that is used or operated over its rated capacity or with insufficient water, is subjected to flood conditions or is operated with water or fuel additives that cause deposits or corrosion.
9. Damage to the Boiler or any of its original components or parts caused by excessive temperatures or pressures fuel or gas explosion, electro-chemical reaction, water and air impurities, electrical failures, riots, insurrection or acts of God.
10. Any Boiler operated with non approved anti-freeze agents.
11. Any damage or failure resulting from contaminated air, including, but not limited to, sheetrock and/or plasterboard particles, dirt or dust, introduced in to the Boiler as well as any damage or failure resulting from hard water scale build-up on the inside of the heat exchanger tubes.
12. Components or parts, which have been subject to accident, negligence, alteration, abuse or misuse.
13. Any boiler installed in a direct connect snowmelt application without a heat exchanger.

If you are the first purchaser at retail, and the current owner, of the Boiler that is still located at the site of its original installation, and you think you are entitled to service under the foregoing warranty, you should notify the heating contractor who installed your Boiler and ask that the contractor notify the distributor from whom the contractor purchased the Boiler. If this action is not possible or does not result in warranty service, contact Bosch Thermotechnology Corp., 50 Wentworth Ave, Londonderry, NH 03053, with details in support of the warranty claim, including a copy of your original invoice or other proof of purchase and original installation date and location. The alleged defective components or parts must be returned to BTC through trade channels in accordance with BTC's procedure then in force for handling goods returned for the purpose of inspection to determine cause of failure. If BTC determines that the returned components and/or parts are defective and that this warranty applies, BTC will furnish the repair or replacement components and/or parts to an authorized Buderus distributor who, in turn, will forward the components and/or parts to the heating contractor who installed your Boiler.

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

Buderus

Bosch Thermotechnology Corp.
50 Wentworth Avenue
Londonderry, NH 03053
Tel: (603) 552-1100 Fax: (603) 584-1681