

NEW YORKER BOILER COMPANY, INC.

Ten Year Limited Warranty

For Residential Cast Iron Steam Boilers

By this Warranty Statement the New Yorker Boiler Company (New Yorker), issues limited warranties subject to the terms and conditions stated below. These limited warranties apply to residential cast iron boilers labeled CL Series, CGS Series.

FIRST YEAR – LIMITED WARRANTY FOR RESIDENTIAL CAST IRON STEAM BOILERS.

New Yorker warrants its residential cast iron steam boilers labeled CL Series, CGS Series to be free of defects in material and workmanship when shipped and to remain free of such defects under normal usage for a period of one year from the date of original installation. In the event that any part of such a steam boiler is found to be defective in material or workmanship during the one-year period, then New Yorker will repair or replace, at its option, the defective part.

SECOND THROUGH 10TH YEAR – LIMITED WARRANTY FOR THE CAST IRON SECTION ASSEMBLY OF RESIDENTIAL CAST IRON STEAM BOILERS

New Yorker warrants the cast iron section assembly of its residential cast iron steam boilers labeled CL Series, CGS Series to be free of defects in material and workmanship when shipped and to remain free of such defects under normal usage for a period of 10 years from the date of original boiler installation or for the life of the home in which the boiler is originally installed, whichever ends first. In the event that such cast iron section assembly is found to be defective in material or workmanship during this period, New Yorker will repair or replace, at its option, the defective cast iron section.

EXCEPTIONS AND EXCLUSIONS

1. This warranty does not cover expenses of removal or reinstallation. The homeowner will be responsible for the cost of removing and reinstalling the defective part or its replacement and all labor and material connected therewith. Replacement material will be invoiced to the distributor in the usual manner and will be subject to adjustment upon proof of defect.
2. This warranty, in no way, can be considered as a guarantee of workmanship of an installer connected with the installation of the New Yorker cast iron boiler or as imposing on New Yorker liability of any nature for unsatisfactory performance as a result of faulty workmanship in the installation, which liability is expressly disclaimed.
3. This warranty will not be applicable if the boiler is used or operated over its rated capacity, or installed for uses other than home heating; or is not maintained in accordance with New Yorker's recommendation or accepted good practice as determined by industry standards.
4. This warranty will not be applicable if the boiler 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; or operated with water conditions and/or fuels or additives which cause unusual deposits or corrosion in or on the cast iron sections or associated controls.

5. This warranty applies only to boilers installed within the United States (Alaska), and Canada.

6. In order for this warranty to be effective: a) The boiler must have been properly installed in a single or four-family residential dwelling. This warranty does not apply to boilers installed in apartments or to commercial or industrial installations. b) The boiler must have been installed in strict compliance with installation instructions furnished with the boiler by New Yorker, including the installation of a low water cut-off. c) Boiler sections must not have been damaged in handling during shipment or installation. d) CL Series, CGS Series vented in accordance with chimney recommendations in the Installation and Operating instructions.

7. The 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; and the remedy for breach of this warranty or for negligence does not extend to liability for incidental special or consequential damages or losses such as loss of the use of the materials, inconvenience or loss of time. 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.

8. This warranty is in lieu of all others, and any and all express or implied warranties (including, without limitation, any implied warranties of merchantability or fitness for a particular purpose) are expressly limited in duration to the period of the warranty as previously stated herein. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

PROCEDURE FOR OBTAINING WARRANTY SERVICE

Upon discovery of a condition believed to be related to a defect in material or workmanship covered by this warranty statement, the homeowner should write to New Yorker Boiler Co., Inc. at P.O. Box 295, Colmar, PA 18915, giving full particulars in support of the claim.

The homeowner is required to make available for inspection by New Yorker or its representative the parts claimed to be defective and, if requested by New Yorker to ship said parts prepaid to New Yorker at the above address for inspection or repair. In addition, the homeowner agrees to make all reasonable efforts to settle any disagreement arising in connection with his claim before resorting to legal remedies in the courts.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.