

Limited Lifetime Warranty For Buderus

Residential Cast Aluminum GB142 Heaters

(CONDENSING GAS HEATERS WITH A GROSS INPUT RATING UP TO 199,000 BTU/HR)

Subject to the terms and conditions set forth below, Buderus Hydronic Systems, Inc. Londonderry, New Hampshire ("Buderus") hereby extends the following limited warranties to the original residential retail purchaser of its Residential Cast Aluminum Heater manufactured and shipped on or after October 1, 2004.

First year – Limited Warranty for Residential Cast Aluminum Heaters

Buderus warrants to the original residential retail purchaser of the Residential Cast Aluminum Heater that the heater shall remain free from defects in the workmanship and materials during proper use at the original installation, provided proper and yearly maintenance is carried out by a qualified heating contractor and provided, further, that the other conditions of this warranty are satisfied. Provided that this warranty has not otherwise been terminated, voided or reduced, if Buderus, at its option, will repair or replace the defective part as it finds necessary in accordance with Buderus' then applicable warranty service procedures.

Second Year and Beyond – Limited Warranty for Aluminum Heat Exchanger of Residential Cast Aluminum Heaters

Buderus warrants to the original residential retail purchaser of a Buderus Residential Cast Aluminum Heater that the heat exchanger of the Heater shall remain free of leaks during proper use at the original installation site of the Heater, provided that proper and yearly documented maintenance is carried by a qualified heating contractor and provided, further, that the other conditions of this warranty are satisfied.

Second Through Tenth Years

If, during the second through tenth years from the date of original installation of a Residential Cast Aluminum Heater, a leak in the heat exchanger of the Heater should occur, and if, following a warranty claim made during that period, Buderus determines that the leak is the result of a defect in workmanship of materials, this warranty shall apply on the terms and conditions set forth herein, and Buderus, at its option, will repair the defective heat exchanger or replace the heat exchanger only with the nearest comparable model available from Buderus at the time of the replacement.

Eleventh Year and Beyond

If, during the eleventh year from the date of original installation of a Residential Cast Aluminum Heater and thereafter, a leak in the heat exchanger of the Heater should occur, and if, following a warranty claim made during that period, Buderus determines that the leak is the result of a defect in workmanship

of materials, this warranty shall apply on the terms and conditions set forth herein, Buderus, upon payment of a proportionate service charge as set forth below, will at its option, repair the defective heat exchanger or replace the heat exchanger only with the nearest comparable model available from Buderus at the time of the replacement. The proportionate service charge will be based on the number of years elapsed since the date of original installation of the Heater and will be equal to a percentage of the current list price of the heat exchanger involved in the warranty claim (or the then nearest comparable Buderus model heat exchanger if the heat exchanger model involved in the warranty claim is no longer available) at the time the warranty claim is made. The service charge for the number of years elapsed is as follows: 11th year – 20%; 12th year – 40%; 13th year – 50%; 14th year – 60%; 15th year and beyond 75%. If the heat exchanger is no longer available because of product obsolescence or redesign, Buderus will provide a new residential cast aluminum heater at the then applicable retail price less the proportional service charge allowance as described above.

General Terms and Conditions

This warranty is subject to the conditions that the Residential Cast Aluminum Heater 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 GB142 Installation and Servicing Instructions and Engineering manuals for the Residential Cast Aluminum Heater. This warranty extends only to the first residential retail purchaser of the Heater and only while the Heater 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 heater shall terminate this warranty without further notice.

This warranty does not cover:

1. Residential Cast Aluminum Heater installed in buildings other than one or two family residential dwellings, unless they are buildings with individual Heaters for each residential dwelling unit. For commercial applications, the warranty for the Cast Aluminum Heater resorts to a full five (5) year limited warranty on the heat exchanger only. All other conditions listed below remain applicable.
2. Components or parts that are part of the Residential Cast Aluminum Heater system

- but were not provided by Buderus as a part of the Residential Cast Aluminum Heater.
3. The workmanship of any installer. Buderus disclaims and does not assume any liability of any nature for unsatisfactory performance caused by improper installation, repair or incompletely documented annually required maintenance.
 4. Any costs for labor for removal, reinstallation, repair and replacement of the alleged defective component or part, transportation to Buderus, if necessary, and any materials necessary to perform the repair or replacement.
 5. Any Residential Cast Aluminum Heater that is installed where polybutylene pipe without an oxygen barrier is used.
 6. Any installation where the Residential Cast Aluminum Heater is connected to any under floor radiant heating system that allows oxygen penetration of the system.
 7. Any Residential Cast Aluminum Heater that has a failure of malfunction resulting from improper or negligent operation, accident, abuse, freezing, misuse, unauthorized alteration or improper repair or maintenance.
 8. Any Residential Cast Aluminum Heater that is used or operated over its rated capacity or with insufficient water, is subjected to flood conditions or is operated with water of fuel additives that cause deposits or corrosion.
 9. Damage to the Residential Cast Aluminum Heater 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 residential Cast Aluminum Heaters operated with non approved anti-freeze agents as well as any Cast Aluminum Heater installed without the Buderus supplied GB142 manifold.
 11. Any damage or failure resulting from contaminated air, including, but not limited to, sheetrock and/or plasterboard particles, dirt or dust, introduced into the Cast Aluminum Heater as well as any damage or failure resulting from hard water scale build-up on the inside of the heat exchanger tubes.

IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY SHALL BE LIMITED TO THE DURATION OF THE EXPRESS WARRANTY SET FORTH ABOVE. WITH THE EXCEPTION OF ANY WARRANTIES IMPLIED BY STATE LAW, AS HEREBY LIMITED, THE FOREGOING EXPRESS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, GUARANTIES, AGREEMENTS, AND SIMILAR

OBLIGATIONS OF BUDERUS WITH RESPECT TO THE REPAIR OR REPLACEMENT OF THE HEAT EXCHANGER OF A RESIDENTIAL CAST ALUMINUM HEATER OR ANY COMPONENT OR PART OF THE HEATER ITSELF OR THE HEAT EXCHANGER THAT IS A PART THEREOF. BUDERUS EXPRESSLY DISCLAIMS AND EXCLUDES ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES OF ANY KIND FOR BREACH OF ANY EXPRESSED OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, INJURY OR DAMAGE TO PERSONS OR PROPERTY OR DAMAGES FOR LOSS OF USE, INCONVENIENCE OR LOSS OF TIME. BUDERUS NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR BUDERUS ANY LIABILITY OTHER THAN THE LIMITED LIABILITY SET FORTH HEREIN.

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.

If you are the first purchaser at retail, and the current owner, of the Residential Aluminum Heater 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 heater and ask that the contractor notify the distributor from whom the contractor purchased the Heater. If this action is not possible or does not result in warranty service, contact Buderus Hydronic Systems, Inc., 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 Buderus through trade channels in accordance with Buderus' procedure then in force for handling goods returned for the purpose of inspection to determine cause of failure. If Buderus determines that the returned components and/or parts are defective and that this warranty applies, Buderus will furnish the repaired 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 Residential Cast Aluminum Heater.

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state. This warranty statement supersedes Document # RHW-1-021405 or any other previous versions.

Buderus
HYDRONIC SYSTEMS

50 Wentworth Ave. Londonderry, NH 03053

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