

Limited Warranty for Buderus Commercial SB Series Stainless Steel Water Boilers (Boilers with a gross output rating over 400,000 BTU/hr)

Subject to the terms and conditions set forth below, BBT North America Corporation, Londonderry, New Hampshire ("BBTNA") hereby extends the following LIMITED WARRANTY to the original purchaser of its Buderus Commercial SB Series Stainless Steel Boilers with gross output ratings over 300400,000 BTU/hr ("Buderus Commercial SB Series Boilers").

First through fifth year:

BBTNA warrants that its Buderus Commercial Boilers are free from defects in material and workmanship for five years from the date of installation at the original installation site. If BBTNA finds any parts to be defective in manufacture, BBTNA, at its options, will repair or replace the defective parts.

This warranty is subject to the condition that the Buderus Commercial Boiler must have been installed by a heating contractor whose principle occupation is the sale and installation of plumbing, heating and/or air conditioning equipment and the installation was performed in accordance with current BBTNA installation and engineering manuals for Buderus Commercial SB Series Boilers.

This warranty does not cover:

1. Components or parts that are part of the heating system, but were not furnished by BBTNA as part of the Buderus Commercial SB Series Boiler.
2. The workmanship of any installer. In addition, this warranty does not assume any liability of any nature for unsatisfactory performance cause by improper installation.
3. Any costs for labor for removal and reinstallation of the alleged defective part, transportation to BBTNA 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.

This warranty does not extend to anyone except the first purchaser and applies only when the boiler is in the original installation site.

ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THE EXPRESS LIMITED WARRANTY SET FORTH ABOVE ARE DISCLAIMED BY BBTNA. THE EXPRESS LIMITED WARRANTY PROVIDED IN THIS DOCUMENT IS THE EXCLUSIVE REMEDY AVAILABLE FROM

BBTNA AND IN LIEU OF ALL OTHER WARRANTIES, GUARANTIES, AGREEMENTS, AND SIMILAR OBLIGATIONS OF BBTNA.

OBLIGATIONS OF BBTNA WITH RESPECT TO THE REPAIR OR REPLACEMENT OF THE BUDERUS COMMERCIAL SB SERIES BOILER. BBTNA EXPRESSLY DISCLAIMS AND EXCLUDES ANY LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, CONSEQUENTIAL AND INCIDENTAL DAMAGES, DAMAGES FOR LOSS OF USE, TIME OR INCONVENIENCE, COMPENSATORY DAMAGES OF ANY KIND AND INDIRECT, PUNITIVE OR SPECIAL DAMAGES OF ANY KIND, INCLUDING ANY SUCH DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION. BBTNA NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR BBTNA ANY RESPONSIBILITY, WARRANTY OR LIABILITY OTHER THAN THE EXPRESS LIMITED WARRANTY 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.

For warranty service, notify the heating contractor who installed your boiler(s) and ask that the contractor notify the distributor from whom he purchased the boiler(s). If this action does not result in warranty service, contact BBTNA, 50 Wentworth Ave. Londonderry, New Hampshire 03053, with details in support of the warranty claim. The alleged defective part must be returned through trade channels in accordance with the procedure then in force for handling returned goods for the purpose of inspection to determine cause of failure. If BBTNA determines that the returned part(s) are defective, BBTNA will furnish the repaired or replacement part(s) to an authorized BBTNA distributor who, in turn, will furnish the part(s) to the heating contractor who installed the boiler(s). If you have any questions about the coverage of this warranty, contact BBTNA at the address below.

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 #CBW-1-020197 or any other previous versions.

Buderus

BBT North America Corporation
50 Wentworth Avenue, Londonderry, New Hampshire 03053

Effective Date: 01/01/06

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