

10 Year Limited Warranty

COMMERCIAL CAST IRON BOILERS — MPC, SERIES 5B, 8H, V9 and V11

Burnham Commercial™ hereby warrants to the original owner ("Owner") of each MPC, Series 5B, 8H, V9, and V11 commercial cast iron boiler (a "Boiler") manufactured by Burnham Commercial, as follows:

First Year - Limited Warranty: Burnham Commercial warrants that each Boiler will comply, at the time of manufacture, with recognized hydronics industry regulatory standards and requirements as then in effect and will be free from defects in material and workmanship under normal usage for a period of one year from the date of original installation. Subject to all of the terms and conditions set forth below, if any Boiler, cast iron section, or component part covered by this warranty is found not to conform with this warranty during the one year warranty period, Burnham Commercial will, at its option, repair or replace the non-conforming Boiler, cast iron section, or covered component part.

Second through 10th Year - Limited Warranty for Cast Iron Sections: Burnham Commercial warrants that the cast iron sections of each Boiler will be free from defects in material and workmanship under normal usage for a period of ten years from the date of original installation. Subject to all of the terms and conditions set forth below, if any cast iron section covered by this warranty is found not to conform with this warranty during the warranty period, Burnham Commercial will, at its option, repair or replace the non-conforming cast iron section. The foregoing warranties are subject to the following terms and conditions:

1. **Applicability.** These warranties extend only to the original Owner at the original installation site and may not be assigned or otherwise transferred or extended to any other person or entity.

2. **Claim Procedure.** Owner must contact the original installer and provide the installer with a detailed description of the claimed defect. If the original installer is unable to resolve the matter to Owner's satisfaction, Owner must notify Burnham Commercial in writing at Burnham Commercial, P.O. 3939, Lancaster, PA 17605, which notice must be received by Burnham Commercial prior to the expiration of the applicable warranty period. Owner must make the Boiler available for inspection by Burnham Commercial and, if requested to do so by Burnham Commercial, must return the Boiler, cast iron section or defective component part to Burnham Commercial, at Owner's expense, for inspection and/or repair. Owner must cooperate with Burnham Commercial and take all commercially reasonable efforts to resolve and settle any dispute arising in connection with a warranty claim before resorting to legal remedies in court.

3. **Conditions.** The foregoing warranties are subject to the following conditions:

a.) **Installation Location.** The Boiler must be installed within the continental limits of the United States and Canada.

b.) **Proper Installation.** The Boiler must be installed by a qualified heating contractor (whose principal business is the sale, installation and maintenance of commercial boilers and related equipment) in strict accordance with the Installation and Operating Instructions Manual furnished with the Boiler and must not have been damaged prior to or during installation.

c.) **Annual Service.** The Boiler (including its related burner, controls, and other components and accessories) must be serviced annually by a qualified heating contractor (whose principal business is the sale, installation and maintenance of commercial boilers and related equipment) and proof of such service must be provided with each warranty claim. The required annual service must include all service and maintenance procedures specified in the Installation and Operating Instructions Manual furnished with the Boiler and all service and maintenance procedures specified in any instruction manual or similar document prepared by the manufacturer of the burner, controls and other components and accessories. Such annual service must also be performed in accordance with all applicable industry standards and procedures.

d.) **Proper Operation and Maintenance.** The Boiler must be operated and maintained in strict accordance with the Installation and Operating Instructions Manual furnished with the Boiler and all applicable industry standards and procedures.

e.) **No Alterations.** The Boiler must not have been modified, altered or changed in any manner.

f.) **Proper Application.** The Boiler must be used exclusively for purposes of commercial space heating or domestic hot water generation through a heat exchanger (or for a combination of such purposes).

4. **Exclusions.** The foregoing warranties do not cover claims arising from or relating to any of the following:

a.) **Component Parts and Accessories.** Claims relating to component parts and accessories manufactured by others are not covered by these warranties and will be subject only to the manufacturer's warranty, if any.

b.) **Improper Installation.** Claims arising from or relating to improper installation are not covered by these warranties.

c.) **Natural Disasters.** Claims arising from or relating to damage caused by natural disasters, including, but not limited to, lightning, fire, earth quake, hurricane, tornado, or floods are not covered by these warranties.

d.) **Alterations.** Claims arising from or relating to any alteration or other modification not authorized by Burnham Commercial in writing are not covered by these warranties.

e.) **Misuse.** The following claims are not covered by these warranties: claims arising from or relating to (i) misuse, abuse, mishandling, accident, neglect or improper service or operation of a Boiler, including, but not limited to, improper burner adjustment, control setting or maintenance and thermal shock from low water temperatures; (ii) operation of a Boiler over its rated capacity; (iii) operation of a Boiler with insufficient water, excessive fresh make-up water or inadequately deaerated water; (iv) freezing of a Boiler or any part or component thereof; (v) operation with combustion air contaminated externally by chemical vapors or other contaminants, (vi) use of improper fuel additives; or (vii) operation of a Boiler with inadequately or improperly treated water that causes deposit build-up in the cast iron sections or other Boiler components.

f.) **Subsequently Installed Accessories.** Claims arising from or relating to Boiler accessories (including, but not limited to, circulators, air elimination devices, deaerators, flow controls and low water cutoffs) which are installed by Owner after delivery of the Boiler are not covered by these warranties.

5. **Exclusive Remedy.** If any Boiler, cast iron section or covered component part fails to conform to these warranties, Owner's exclusive remedy shall be to accept, at the option of Burnham Commercial, repair or replacement of the non-conforming Boiler, cast iron section or other component part. These warranties do not cover labor and other costs and expenses associated with the removal and replacement of a non-conforming Boiler, cast iron section or other component part, which costs and expenses shall be the sole responsibility of Owner.

6. **Limitation of Damages.** Under no circumstances shall Burnham Commercial be liable to Owner or to any other person for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever under these warranties or otherwise (including, without limitation, injury or damage to persons or property, loss of time or labor expense involved in repairing or replacing a non-conforming Boiler, loss of the use of the Boiler, and loss of profits, revenues or business, even if Burnham Commercial has been advised of the possibility of such damages), whether such damages are sought based upon breach of warranty, breach of contract, negligence, strict liability or any other legal theory. Burnham's liability under these warranties shall under no circumstances exceed the purchase price paid by the Owner for the Boiler involved.

7. **Exclusivity and Disclaimer.** These warranties are given in lieu of all other express warranties and set forth the entire obligation of Burnham Commercial with respect to any defective or otherwise non-conforming Boiler and Burnham Commercial shall have no obligations, responsibilities or liabilities of any kind whatsoever, except as set forth herein.

EXCEPT AS SET FORTH IN THESE WARRANTIES, BURNHAM MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING OR PERFORMANCE, CUSTOM, USAGE OF TRADE OR OTHERWISE.

8. **No Authority to Expand Warranty.** No sales representative, agent or distributor or has authority to expand or otherwise modify in any way the scope of these warranties or the obligations of Burnham Commercial hereunder. No such modification shall be binding unless set forth in a written document signed by a duly authorized officer of Burnham Commercial.

9. **Effective Date.** This statement of warranties is effective as to all Boilers sold on or after July 17, 2000 and supersedes all prior warranty statements.



COMMERCIAL WARRANTY ONLY, FOR RESIDENTIAL WARRANTY, SEE PAGES 41 & 42

TERMS AND CONDITIONS OF SALE FOR COMMERCIAL CAST IRON BOILERS

Effective July 1, 2009

1. PRICES AND TERMS OF PAYMENT - Written quotations are firm for 30 days from the date of quotation and are subject to adjustment as stated in Burnham Commercial's quotation or as provided for in the Buyer's order and accepted in writing by Burnham Commercial.

Trade prices listed by Burnham Commercial are suggested prices and in no way limit distributors to establish their own resale prices.

Orders will be accepted only with the understanding that invoicing will be at the base prices, discounts and terms in effect at the time of shipment, unless otherwise provided. Prices, terms and discounts are subject to change without notice.

No obligation is assumed by Burnham Commercial to sell anyone holding its price sheets products at the prices listed.

Orders will be accepted by Burnham Commercial only with the understanding that they are subject to credit investigation and approval. Burnham Commercial may, at any time or times, suspend performance of any order or require payment in cash, security or other adequate assurance satisfactory to it when, in its opinion, the financial condition of Buyer or other grounds for insecurity warrant such action. In addition, when shipment has been made in such circumstances, Burnham Commercial may recover shipment from the carrier.

Terms - Except as otherwise approved in writing by the Credit Department, a 2% cash discount will be allowed on the invoice amount if paid on or before the 40th day after invoice date, which is the day of shipment. Net terms are 41 days.

The 2% cash discount is computed on the total amount of the invoice before any transportation charges or sales and/or use taxes are added. A service charge of 1-1/2% per month (minimum \$2.00) may, at Burnham Commercial's discretion, be added to all accounts 30 days past due. Taxes - Any tax or other governmental charge now or hereafter levied upon the production, sale, use or shipment of products ordered or sold will be charged to and paid by the Buyer.

No order or contract will become an obligation of Burnham Commercial until accepted by the Sales Dept., P.O. Box 3939, Lancaster, PA 17604.

2. MINIMUM INVOICE - If an order amounts to less than \$25.00 net, a minimum charge of \$25.00 net will apply for shipments from a Burnham Commercial plant. Direct shipments from vendors will be invoiced at the same minimum charge as determined by vendor.

3. CHANGES TO OR CANCELLATION OF ORDER - In the event of any specification change after receipt of the Buyer's order, Burnham Commercial may adjust the selling price to cover the cost of such changes. In the event Buyer wishes to cancel an order, it must be mutually agreed upon by Buyer and Burnham Commercial and may be subject to cancellation charges. Non-standard products, made on special order, may not be canceled.

4. RETURNED GOODS - Saleable products of standard manufacture may not be returned for credit until after Burnham Commercial has agreed to accept them. Inspection by a Burnham Commercial employee, or representative of the company, may be required before return authorization is granted. A minimum restocking/handling charge of 25% may be applied to returned products, in Burnham Commercial's discretion. All transportation charges for returned products must be paid by Buyer. Stock older than one year, non-standard products, made on special order, or obsolete products are not subject to return.

5. TRANSPORTATION TERMS AND CLAIMS - F.O.B. point of manufacture with lowest volume rate of freight allowed as maximum on volume shipments within the Continental United States and Canadian limits. The maximum Canadian allowance is not to exceed the current lowest volume rate to Edmonton, Alberta. All shipments made beyond the Continental United States (except Canada) limits are shipped F.O.B. port of export with lowest volume rate allowed to port of export. In no case is this allowance to be made in excess of actual freight paid.

No freight allowance will be made on shipments of less than 1000 pounds.

Freight allowances are subject to change without notice.

No freight or cartage allowance will be made on materials picked up at factories or warehouses.

No freight allowance will be made on shipments of repair parts.

Burnham Commercial reserves the choice of transportation facilities and shipping point. We reserve the right of equalizing freight with allowances of competitive manufacturers.

Delivery to the initial carrier shall constitute delivery to the Buyer. Burnham Commercial's responsibility ceases upon delivery in good order to such carrier, and all products are shipped at the Buyer's risk. The Buyer is urged to examine all deliveries carefully before signing transportation receipts. If products are visibly damaged, the Buyer should insist that written confirmation of the damage be noted on the carrier's delivery receipt and confirmed by the driver for the carrier. If damage is discovered after unpacking, the carrier should be notified at once so that an inspection can be made and the claimed damage substantiated by the carrier. Hidden damages must be reported to Burnham within 30 days in order to be considered for credit.

6. INTERFERENCES WITH DELIVERIES AND STORAGE - Burnham Commercial shall not be liable for any delay or failure in the delivery or shipment of products or for any damages suffered by reason of such delay or failure if, directly or indirectly, due to fire, flood, accidents, riots, war, embargo, labor stoppages, inadequate transportation facilities, shortage of material or supplies, regulation by government authority or any cause or causes beyond Burnham Commercial's control.

Burnham Commercial reserves the right to allocate available production among its customers in any fair and reasonable manner that it determines is necessary or desirable.

If delivery is delayed for 6 months or more beyond originally scheduled dates due to delays by the Buyer in furnishing Burnham Commercial with technical information or approvals, or manufacturing releases, and additional costs are incurred by Burnham Commercial due to any such delays, the Buyer shall reimburse Burnham Commercial for such added costs.

Product on which manufacture or delivery is delayed due to any cause within the Buyer's control may be placed in storage by Burnham Commercial, for the Buyer's account and risk, and regular charges therefore and expenses in connection therewith shall be paid by the Buyer; but if, in Burnham Commercial's opinion, it is unable to obtain or continue such storage, the Buyer will, on request, provide or arrange for suitable storage facilities and assume all costs and risks in connection therewith. When such delay is due to causes beyond control of either party, the matter of storage and the payment of charges therefore shall be negotiated in good faith.

7. SHORTAGES OR VARIANCES - No claims for variances from or shortages in orders will be considered unless presented within 30 days after receipt of products. Any shipping weights given or estimated are approximate, for the Buyer's convenience only, and not guaranteed by Burnham Commercial.

8. LIMITED WARRANTY - Except as provided below with respect to products or parts not manufactured by Burnham Commercial, Burnham Commercial warrants to the original owner at the original installation site that products manufactured by Burnham Commercial comply, at the time of manufacture, with recognized industry regulatory agency standards and requirements then in effect and will be free from defects in materials and workmanship for a period of one year after the date of installation. The foregoing is the sole warranty provided by Burnham Commercial.

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. BURNHAM COMMERCIAL SHALL NOT, UNDER ANY CIRCUMSTANCES INCLUDING, BUT NOT LIMITED TO, DELAY IN DELIVERY, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, TORT OR STRICT LIABILITY, BE LIABLE TO BUYER OR ANY OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR FOR LOSSES OF ANY KIND WHATSOEVER, SUCH AS LOSS OF THE USE OF THE PRODUCTS, INCONVENIENCE, LOSS OF TIME OR LABOR EXPENSE INVOLVED IN REPAIRING OR REPLACING THE ALLEGED DEFECTIVE PRODUCT. Burnham Commercial shall have no responsibility for the performance of any product sold by it under conditions varying materially from those under which such product is usually tested under existing industry standards, nor for any damage to the product from abrasion, erosion, corrosion, deterioration or the like due to abnormal temperatures or the influence of foreign matter or energy, nor for the design or operation of any system of which any such product may be made a part or for the suitability of any such product for any particular application.

For products or parts not manufactured by Burnham Commercial, the warranty obligations of Burnham Commercial shall, in all respects, conform and be limited to the warranty actually extended to Burnham Commercial by its vendors. Warranty service can be obtained by contacting the original installer of the product and providing him with a detailed description of any apparent defect. If this procedure fails to result in satisfactory warranty service, the owner should notify Burnham Commercial, America's Boiler Company, P.O. Box 3939, Lancaster, PA 17603. Transportation to a factory or other designated facility for repairs of any products or items alleged defective shall, in all events, be the responsibility and at the cost of the owner.

Notwithstanding any of the above provisions, (1) failures resulting from misuse, improper installation or lack of maintenance are not covered by this warranty, and (2) Burnham Commercial's liability under this warranty shall not exceed the selling price of the product found to be defective.

Equipment furnished by the Buyer, either mounted or unmounted, and when contracted for by the Buyer to be installed or handled is not covered by this warranty. Burnham Commercial does not assume any responsibility in connection with such equipment, operation, warranty, performance, or any other liability connected thereto.

The foregoing provisions of this section 8 shall be effective to the maximum extent permitted by applicable law, and, to the extent that any such provision would otherwise have an unconscionable result or would otherwise be inconsistent with applicable law, such provision shall be limited in effect to the minimum extent necessary to avoid such unconscionable result or inconsistency with applicable law.

EXCEPT AS SPECIFICALLY SET FORTH IN THESE TERMS AND CONDITIONS, AND NOT WITHSTANDING ANY LANGUAGE IN THIS OR ANY OTHER PROVISION TO THE CONTRARY, BURNHAM COMMERCIAL NEITHER MAKES, NOR ASSUMES ANY LIABILITY UNDER, ANY WARRANTY, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE. NO REPRESENTATIONS OR WARRANTY, EXPRESS OR IMPLIED, MADE BY ANY SALES REPRESENTATIVE OR OTHER

AGENT OR REPRESENTATIVE OF BURNHAM COMMERCIAL WHICH IS NOT SPECIFICALLY SET FORTH IN THESE TERMS AND CONDITIONS SHALL BE BINDING UPON BURNHAM COMMERCIAL. NOTICE: Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusion may not apply to you. Burnham Commercial's express warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Please refer to current trade price book for extended warranties covering residential cast iron boilers, residential steel boilers and commercial cast iron boilers.

9. LIMITS OF BREACH OF CONTRACT - Any action for breach of contract, including any action for breach of warranty, must be commenced within one year after the cause of action occurs.

10. PRODUCT CHANGES - Factors beyond Burnham Commercial's control and the need for continuing improvement require the making of changes in products from time to time. Burnham reserves the right to make reasonable changes in products of any kind without notice, and to deliver revised designs or models of products against any order, unless this right is specifically waived by it in writing.

Burnham Commercial shall have no responsibility whatever with respect to changes made by the manufacturer in products sold but not manufactured by it.

11. PATENTS - Products manufactured and sold by Burnham Commercial may be used by the Buyer pursuant to such patent rights as exist with Burnham Commercial. Burnham Commercial shall not be liable for any use to which any such products may be put as part of any system, mechanism or process covered by patent rights of others.

12. TESTS - If tests are requested by the Buyer to determine the performance of products covered by Burnham Commercial's quotation, the test procedure to be used must be acceptable to Burnham Commercial and the Buyer is responsible to pay for the costs of any such test.

13. CONFLICTING PROVISIONS OFFERED BY BUYER These terms and conditions shall apply to any contract of sale for Burnham Commercial's materials irrespective of whether Burnham Commercial's accompanying documentation constitutes an offer to Buyer or an acceptance of Buyer's prior offer to Seller. - Any terms and conditions of Buyer's purchase order, in connection with the subject matter of this document, which are in addition to or inconsistent with the terms and conditions expressed herein, are expressly objected to and shall not be deemed accepted by Burnham Commercial, and will not be binding on Burnham Commercial in any manner whatsoever unless accepted by Burnham Commercial in a writing that specifically refers to each such additional or conflicting term. Burnham Commercial shall ship the products referred to in this document only on the understanding that the terms and conditions of sale set forth hereon shall be binding on the Buyer. The Buyer should accept such products only if it agrees to be bound by these terms and conditions.

14. APPLICABLE LAW - Any orders or contracts received by Burnham Commercial from Buyer shall be governed by, construed and enforced by the laws of the Commonwealth of Pennsylvania.



Limited Warranty

FD™ SERIES

Limited Warranty – Except as provided below with respect to products or parts not manufactured by Burnham Commercial™, Burnham Commercial warrants to the original owner at the original installation site that products manufactured by Burnham Commercial, America's Boiler Company comply, at the time of manufacture, with recognized Hydronics industry regulatory agency standards and requirements then in effect and will be free from defects in materials and workmanship for a period of one year after the date of installation.

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 does not extend to liability for incidental, special or consequential damages or losses such as loss of the use of the products, inconvenience, loss of time or labor expense involved in repairing or replacing alleged defective product. Burnham Commercial shall have no responsibility for the performance of any product sold by it under conditions varying materially from those under which such product is usually tested under existing industry standards, nor for any damage to the product from abrasion, erosion, corrosion, deterioration or the like due to abnormal temperatures or the influence of foreign matter or energy, nor for the design or operation of any system of which any such product may be made a part or for the suitability of any such product for any particular application.

For products or parts not manufactured by Burnham Commercial, the warranty obligation of Burnham Commercial shall, in all respects, conform and be limited to the warranty actually extended to Burnham Commercial by its vendors.

Warranty service can be obtained by contacting the original installer of the product and providing them with a detailed description of any apparent defect. If this procedure fails to result in satisfactory warranty service, the owner should notify Burnham Commercial, America's Boiler Company, P.O. Box 3939, Lancaster, PA 17603. Transportation to a factory or other designated facility for repairs of any products or items alleged defective shall, in all events, be the responsibility and at the cost of the owner.

Not with standing any of the above provision, (1) failures resulting from misuse, improper installation or lack of maintenance are not covered by this warranty, and (2) Burnham Commercial's liability under this warranty shall not exceed the selling price of the product found to be defective.

Equipment furnished by the Buyer, either mounted or unmounted, and when contracted for by the Buyer to be installed or handled is not covered by this warranty. Burnham Commercial does not assume any responsibility in connection with such equipment, operation, warranty, performance, or any other liability connected thereto.

Then foregoing provisions of this WARRANTY shall be effective to the maximum extent permitted by applicable law, and, to the extent that any such provision would otherwise have an unconscionable result or would otherwise be inconsistent with applicable law, such provision shall be limited in effect to the minimum extent necessary to avoid such unconscionable result or inconsistency with applicable law.

Any implied warranties, including implied warranties of merchantability and fitness for a particular purpose shall, to the extent permitted by applicable law, be limited in duration to a period of one year after the date of installation. To the extent permitted by applicable law, the remedies for breach of any such implied warranty shall be limited to the remedies set forth above with respect to a breach of the express limited warranty provided. With respect to the limitations on implied warranties set forth above, Burnham Commercial hereby notifies each person to whom such warranty is made as follows: Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations, or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.



COMMERCIAL WARRANTY ONLY, FOR RESIDENTIAL WARRANTY, SEE PAGES 41 & 42

Limited Warranty

For Residential Grade Water and Steam Boilers Using Cast Iron, Carbon Steel, Cast Aluminum, or Stainless Steel Heat Exchangers and Parts/Accessories

Subject to the terms and conditions set forth below, U.S. Boiler Company, Inc. Lancaster, Pennsylvania hereby extends the following limited warranties to the original owner of a residential grade water or steam boiler or U.S. Boiler Company, Inc. supplied parts and/or accessories manufactured and shipped on or after July 1, 2008:

ONE YEAR LIMITED WARRANTY ON RESIDENTIAL GRADE BOILERS AND PARTS / ACCESSORIES SUPPLIED BY U.S. BOILER COMPANY, INC.

U.S. Boiler Company, Inc. warrants to the original owner that its residential grade water and steam boilers and parts/accessories comply at the time of manufacture with recognized hydronic industry standards and requirements then in effect and will be free of defects in material and workmanship under normal usage for a period of one year from the date of original installation. If any part of a residential grade boiler or any part or accessory provided by U.S. Boiler Company, Inc. is found to be defective in material or workmanship during this one year period, U.S. Boiler Company, Inc. will, at its option, repair or replace the defective part.

HEAT EXCHANGER WARRANTIES

U.S. Boiler Company, Inc. warrants to the original owner that the heat exchanger of its residential grade boilers will remain free from defects in material and workmanship under normal usage for time period specified in the chart below of the original owner at the original place of installation. If a claim is made under this warranty during the "No Charge" period from the date of original installation, U.S. Boiler Company, Inc. will, at its option, repair or replace the heat exchanger. If a claim is made under this warranty after the expiration of the "No Charge" period from the date of original installation, U.S. Boiler Company, Inc. will, at its option and upon payment of the pro-rated service charge set forth below, repair or replace the heat exchanger. The service charge applicable to a heat exchanger warranty claim is based upon the number of years the heat exchanger has been in service and will be determined as a percentage of the retail price of the heat exchanger model involved at the time the warranty claim is made as follows:

Years in Service	Service Charge as a % of Retail Price																								
	1-5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25+				
Cast Iron Water	No Charge																								
Cast Iron Steam*	No Charge																								
Carbon Steel	No Charge					5	10	15	20	25	30	35	40	45	50	55	60	65	70	75					
Cast Aluminum	No Charge					30	40	50	60	70	100														
Stainless Steel	No Charge					30	40	50	60	70	100														

NOTE: If the heat exchanger involved is no longer available due to product obsolescence or redesign, the value used to establish the retail price will be the published price as shown in the Burnham Hydronics Repair Parts Pricing where the heat exchanger last appeared or the current retail price of the then nearest equivalent heat exchanger.

*MegaSteam Waterside Corrosion Warranty: U.S. Boiler Company, Inc. warrants the cast iron sections of the MegaSteam boiler to resist Temperature Induced Chloride Activated Graphitic Corrosion for a period of five years from the date of original installation. In the event that any cast iron section of a Mega Steam boiler fails due to this corrosion mechanism during this period, U.S. Boiler Company, Inc. will repair or replace, at its option, the cast iron section assembly.

LIFETIME NIPPLE LEAKAGE WARRANTY

U.S. Boiler Company, Inc. warrants the cast iron and steel nipples that join the cast iron boiler sections to be free of defects in material and workmanship for the lifetime of the original owner at the original place of installation. In the event that such nipples are found to be defective in material and workmanship during this period, U.S. Boiler Company, Inc. will repair or replace at its option, the cast iron section assembly.

ADDITIONAL TERMS AND CONDITIONS

- Applicability:** The limited warranties set forth above are extended only to the original owner at the original place of installation within the United States and Canada. These warranties are applicable only to boilers, parts, or accessories designated as residential grade by U.S. Boiler Company, Inc. and installed in a single or two-family residence and do not apply to commercial grade products.
- Components Manufactured by Others:** Upon expiration of the one year limited warranty on residential grade boilers, all boiler components manufactured by others but furnished by U.S. Boiler Company, Inc. (such as oil burner, circulator and controls) will be subject only to the manufacturer's warranty, if any.
- Proper Installation:** The warranties extended by U.S. Boiler Company, Inc. are conditioned upon the installation of the residential grade boiler, parts, and accessories in strict compliance with U.S. Boiler Co., Inc. installation instructions. U.S. Boiler Company, Inc. specifically disclaims liability of any kind caused by or relating to improper installation.
- Proper Use and Maintenance:** The warranties extended by U.S. Boiler Company, Inc. conditioned upon the use of the residential grade boiler, parts, and accessories for its intended purposes and its maintenance accordance with U.S. Boiler Company, Inc. recommendations and hydronics industry standards. For proper installation, use, and maintenance, see all applicable sections of the Installation and Operating, and Service Instructions Manual furnished with the unit.
- This warranty does not cover the following:
 - Expenses for removal or reinstallation. The homeowner will be responsible for the cost of removing and reinstalling the alleged defective part or its replacement and all labor and material connected therewith, and transportation to and from U.S. Boiler Company, Inc.
 - Components that are part of the heating system but were not furnished by U.S. Boiler Company, Inc. as part of the residential boiler.
 - Improper burner adjustment, control settings, care or maintenance.

- This warranty cannot be considered as a guarantee of workmanship of an installer connected with the installation of the U.S. Boiler Company, Inc. boiler, or as imposing on U.S. Boiler Company, Inc. liability of any nature for unsatisfactory performance as a result of faulty workmanship in the installation, which liability is expressly disclaimed.
 - Boilers, parts, or accessories installed outside the 48 contiguous United States, the State of Alaska and Canada.
 - Damage to the boiler and/or property due to installation or operation of the boiler that is not in accordance with the boiler installation and operating instruction manual.
 - Any damage or failure of the boiler resulting from hard water or scale buildup in the heat exchanger.
 - Any damage caused by improper fuels, fuel additives or contaminated combustion air that may cause fireside corrosion and/or clogging of the burner or heat exchanger.
 - Any damage resulting from combustion air contaminated with particulate which cause clogging of the burner or combustion chamber including but not limited to sheetrock or plasterboard particles, dirt, and dust particulate.
 - Any damage, defects or malfunctions resulting from improper operation, maintenance, misuse, abuse, accident, negligence including but not limited to operation with insufficient water flow, improper water level, improper water chemistry, or damage from freezing.
 - Any damage caused by water side clogging due to dirty systems or corrosion products from the system.
 - Any damage resulting from natural disaster.
 - Damage or malfunction due to the lack of required maintenance outlined in the Installation and Operating Manual furnished with the unit.
6. **Exclusive Remedy:** U.S. Boiler Company, Inc. obligation for any breach of these warranties is limited to the repair or replacement of its parts in accordance with the terms and conditions of these warranties.
7. **Limitation of Damages:** Under no circumstances shall U.S. Boiler Company, Inc. be liable for incidental, indirect, special or consequential damages of any kind whatsoever under these warranties, including, but not limited to, injury or damage to persons or property and damages for loss of use, inconvenience or loss of time. U.S. Boiler Company, Inc. liability under these warranties shall under no circumstances exceed the purchase price paid by the owner for the residential grade boiler involved. 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. **Limitation of Warranties:** These warranties set forth the entire obligation of U.S. Boiler Company, Inc. with respect to any defect in a residential grade boiler, parts, or accessories and U.S. Boiler Company, Inc. shall have no express obligations, responsibilities or liabilities of any kind whatsoever other than those set forth herein. These warranties are given in lieu of all other express warranties.

ALL APPLICABLE IMPLIED WARRANTIES, IF ANY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY LIMITED IN DURATION TO A PERIOD OF ONE YEAR EXCEPT THAT IMPLIED WARRANTIES, IF ANY, APPLICABLE TO THE HEAT EXCHANGER IN A RESIDENTIAL GRADE BOILER SHALL EXTEND TO THE ORIGINAL OWNER FOR THE TIME SPECIFIED IN THE HEAT EXCHANGER SECTION SHOWN ABOVE AT THE ORIGINAL PLACE OF INSTALLATION. SOME STATES DO NOT ALLOW LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

PROCEDURE FOR OBTAINING WARRANTY SERVICE

In order to assure prompt warranty service, the owner is requested to complete and mail the Warranty Card provided with the product or register product online at www.burnham.com within ten days after the installation of the boiler, although failure to comply with this request will not void the owner's rights under these warranties. Upon discovery of a condition believed to be related to a defect in material or workmanship covered by these warranties, the owner should notify the installer, who will in turn notify the distributor. If this action is not possible or does not produce a prompt response, the owner should write to U.S. Boiler Company, Inc., Burnham Hydronics, P.O. Box 3079, Lancaster, PA 17604, giving full particulars in support of the claim. The owner is required to make available for inspection by U.S. Boiler Company, Inc. or its representative the parts claimed to be defective and, if requested by U.S. Boiler Company, Inc. to ship these parts prepaid to U.S. Boiler Company, Inc. at the above address for inspection or repair. In addition, the owner agrees to make all reasonable efforts to settle any disagreement arising in connection with a 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.



U.S. Boiler Company, Inc., P.O. Box 3079, Lancaster, PA 17604

10 - 2 - 1 Limited Warranty

For Alliance SL™ Indirect-Fired Water Heaters Ten Year Limited Tank Replacement Warranty Two Year Limited Tank Replacement Labor Allowance One Year Limited Parts Warranty

U.S. Boiler Company, Inc. - Burnham Hydronics, (hereinafter called the Company) offers the following Limited Tank Replacement Warranty, Limited Tank Replacement Labor Allowance, and Limited Parts Warranty to the original purchaser/owner of this stone-lined Alliance™ SL Indirect-fired water heater. These warranties are not transferable beyond the original purchaser/owner, and are not valid if the tank is removed from initial installation site. The Company reserves the right to require proof of purchase and inspection and/or testing of tank as a condition of these warranties.

TEN (10) YEAR LIMITED TANK REPLACEMENT WARRANTY DURATION:

1. **STANDARD DURATION:** Ten (10) years from the date of manufacture as indicated by the serial number.

2. **OPTIONAL LIFETIME DURATION:** (available to residential, single family homes only). For as long as the original purchaser owns the home in which the Alliance™ SL was originally installed. Optional Lifetime replacement Warranty is not effective unless U.S. Boiler Company, Inc. - Burnham Hydronics receives completed registration card and payment within 30 days of purchase (see back cover of product manual for details).

IF NO CARD IS RETURNED OR PAYMENT RECEIVED, THE REPLACEMENT WARRANTY WILL BE THE STANDARD 10-YEAR WARRANTY AND WILL BEGIN FROM THE MANUFACTURED DATE INDICATED BY THE SERIAL NUMBER ON THE ALLIANCE™ SL WATER HEATER.

COVERAGE: Replacement warranty covers only the storage tank for leaks caused by the corrosive effects of water under normal and proper use. Subject to prior Company approval.

COMPANY OBLIGATION: Repair of the original tank or replacement of the entire heater with a new comparable model is at the option of the Company and constitutes the fulfillment of ALL obligations of the Company hereunder. In replacing or repairing the Alliance™ SL Water Heater, the Company reserves the right to make such changes in details of design, construction or material as shall in their judgment constitute an improvement of former practices.

REPLACEMENT: When a replacement is made under the terms of this warranty, the replacement unit will have a warranty of replacement and labor allowance only for the remaining time under the original warranty. The Company reserves the right to require the return of the defective unit at the expense of the purchaser.

LIMITATION: The duration of the tank replacement warranty on the tank assembly shall be reduced to a period of five years if (1) the purchaser is a business, partnership or corporation, or if (2) the Alliance™ SL Water Heater is used for a commercial, institutional, industrial, non-residential or multi-application. All repairs or replacements will be made F.O.B. the company. The purchaser must pay for transportation service, labor, installation, administrative fees or other costs involving the repair or replacement of such part.

YOUR ACTION: When you discover a defect, immediately notify the dealer from whom the heater was purchased. If you cannot locate the dealer, contact the Company.

TWO (2) YEAR LIMITED TANK REPLACEMENT LABOR ALLOWANCE:

The Company shall pay up to a maximum of \$200, for the labor to exchange a tank that is leaking due to the corrosive effects of water within two years from date of installation. This labor allowance is for tank replacement only, and not for any service work on the heater such as cleaning of the heat exchanger (due to the build-up of calcium or other minerals or metals), leakage from plumbing connections, relief valves, heat exchanger gaskets, thermostats, or any other component of the heater. This labor must be performed by a qualified installer. Proof of labor costs may be required as a condition of payment of the Tank Replacement Labor Allowance.

LIMITATION: All other repairs or replacements will be made F.O.B. the Company. The purchaser must pay for all transportation, service, labor, installation, administrative fees or other cost involving the repair or replacement of such component parts.

YOUR ACTION: When you discover a defect, immediately notify the dealer from whom the heater was purchased. If you cannot locate the dealer, contact the Company.

ONE (1) YEAR LIMITED PARTS WARRANTY:

DURATION: The warranty is effective for one (1) year beginning with the date of original purchase. This warranty shall begin from the date of manufacture as indicated by the serial number.

COVERAGE: The warranty covers any component part of the Alliance™ SL Water Heater proven to be defective in workmanship or material. Subject to prior Company approval.

COMPANY OBLIGATION: The warranty covers any component of the Alliance™ SL Water Heater proven to be defective in workmanship or material.

EXCLUSIONS AND LIMITATIONS:

Limited Warranty and Tank Replacement Warranty are valid only if you comply with the following conditions and limitations:

1. The Alliance™ SL Water Heater is correctly installed according to the installation manual provided with the unit and all applicable local and national codes.
2. The unit is operated within the factory calibrated temperature limits and water pressure not exceeding 150 psi.
3. Any failure or malfunction that does not result from improper or negligent operation, accident, abuse (including freezing), misuse, unauthorized alteration or improper maintenance.
4. Any failure or malfunction that does not result from failure to keep the tank full of potable water, free to circulate at all times; and free of damaging water sediment or scale deposits. In areas where adverse water conditions are suspected (i.e. calcium and other minerals), it is essential that the water be tested and appropriate action be taken to prevent damage to the Alliance™ SL tank. It may be necessary to remove the heat exchanger for cleaning to maintain maximum performance in poor water areas. Diminished performance due to the build-up of calcium or other minerals, metals, or deposits on the heat exchanger is specifically not included in the coverage of these warranties.
5. **THE FOREGOING EXPRESS LIMITED WARRANTIES ARE THE ONLY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE OR NON-INFRINGEMENT, OR OTHER EXPRESS OR IMPLIED WARRANTIES. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH HEREIN, THE COMPANY DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, REGARDING THE PRODUCT OR ITS OR THEIR FITNESS FOR A PARTICULAR PURPOSE OR ITS OR THEIR MERCHANTABILITY. PURCHASER SHALL HAVE SOLE RESPONSIBILITY FOR SELECTING APPROPRIATE WATER HEATER FOR THE PURCHASER'S NEEDS AND USE AND THE COMPANY DOES NOT WARRANT THE FITNESS FOR THE WATER HEATER'S INTENDED USE WITHIN ANY SPECIFIC SYSTEM. THE COMPANY DOES NOT AUTHORIZE COMPANY REPRESENTATIVES OR OTHER PERSONS TO VARY THE TERMS OF THE WARRANTIES HEREIN OR TO ASSUME FOR THE COMPANY ANY OTHER OBLIGATIONS OR LIABILITIES WITH RESPECT TO THIS PRODUCT.**
6. The remedies set forth above shall be the sole and exclusive remedies for breach of any warranty.

IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER.

Consumer Notifications: The foregoing warranty limitations shall be effective to the maximum extent permitted by applicable law, and, to the extent that any such limitations would have an unconscionable result or would otherwise be inconsistent with applicable law, such provision shall be reformed to the extent necessary to avoid such unconscionable result or inconsistency. With respect to the limitations on implied warranties set forth above, the Company hereby notifies each person to whom such warranty is made as follows: Some states do not allow exclusions of such warranties, limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations, or exclusions, may not apply to you. The limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state.



U.S. Boiler Company, Inc., P.O. Box 3079, Lancaster, PA 17604

RESIDENTIAL WARRANTY ONLY, FOR COMMERCIAL WARRANTY, SEE PAGES 85 & 86

Additional Limited Warranty on Heater Reservoir For Minuteman® II Boiler/Water Heaters Only

NOTE:
In addition to the U.S. Boiler Company, Inc. "Limited Warranty for Residential Grade Water and Steam Boilers", the following is also applicable to the Minuteman® II Boiler/Water Heater:

FIVE YEAR LIMITED WARRANTY ON HEATER RESERVOIR
U.S. Boiler Company, Inc. warrants to the original owner that the water heater reservoir of its Minuteman® II Boiler/Water Heater will remain free from defects in material and workmanship under normal usage for five years from the date of original installation. If the water heater reservoir is found to be defective in material or workmanship during this five year period, U.S. Boiler Company, Inc. will, at its option, repair or replace the defective water heater reservoir.