

DUNKIRK BOILERS

85 MIDDLE ROAD • DUNKIRK, NY 14048

Residential Cast-Iron Steam Boiler LIMITED TWELVE-YEAR WARRANTY

(One Year for Other Than Heat Exchanger)

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

Keep this warranty certificate and the installation manual
supplied with your cast iron boiler for future reference.

Our Warranty

Subject to the limitations, exclusions and terms set forth in this warranty certificate, Dunkirk Boilers warrants your cast-iron steam boiler, under normal residential heating and use and repair, to be free from defects in workmanship or material for the period of ONE YEAR from the date of original installation, and the cast-iron heat exchanger (castings only - not component parts) for a period of TWELVE YEARS from the date of the original installation.

Subject to the limitations, exclusions and terms set forth in this warranty certificate, we will repair or replace, at our option, any part found to be defective in material or workmanship within the ONE YEAR warranty period, and any cast-iron heat exchanger found to be defective in material or workmanship within the TWELVE-YEAR warranty period.

Owner's Responsibilities

This product must be used and cared for in accordance with the instruction manual. You are responsible for required periodic maintenance or service such as lubrication or cleaning of components. See your instruction manual for details.

FAILURE TO PROPERLY OPERATE OR MAINTAIN YOUR UNIT VOIDS THIS WARRANTY.

You must be able to verify the installation date of the

Titanium burners on residential steam units carry a three year warranty. You are responsible for the costs of delivery and labor in the removal of defective parts and the installation of the replacement, which costs are not covered by this warranty. The replacement or repaired part assumes the unused portion of this warranty.

This warranty is our promise to you that the cast-iron boiler you have purchased is free from defects in workmanship and materials for one year from the date of purchase, and for twelve years with respect to the cast-iron heat exchanger. If that type defect occurs within that time, we will take steps to correct it. The steps we promise to take are those listed in this warranty. We have no obligation to take any other steps.

product against which you make any warranty claim. The original bill of sale, installer's invoice or other similar document in your possession will suffice. If you cannot show evidence of the actual date of installation, warranty coverage will be considered to start the date the product is shipped from our distributor.

Exclusions

THIS WARRANTY SHALL NOT APPLY TO:

- a. Any product which is improperly installed or moved from its original place of installation.
- b. Any product which has been repaired or replaced with other than factory parts.
- c. Any product modified in any way, misused or damaged or which has been used contrary to warrantor's written instructions.
- d. Any damage to the product caused by failure to maintain the unit properly, accidents or Acts of God.
- e. Installation, plumbing and wiring not integral to the product.
- f. Scratches in or discoloration of decorative finishes.
- g. This warranty will not be applicable if the boiler has been damaged as a result of being improperly serviced or 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.
- h. Boilers not installed by a qualified heating contractor.
- i. Boilers used for any purpose other than residential heating.

(The terms on the reverse side are part of this warranty.)

(See additional terms on the face of this warranty)

Exclusive Remedy; Maximum Liability

Our obligation is limited to the repair or replacement of defective parts, which is your only and exclusive remedy under this warranty or based upon our negligence. Liability or further recovery on account of the negligence or other fault of Dunkirk Boilers is expressly disclaimed.

The maximum liability of Dunkirk Boilers in connec-

tion with the sale of this product shall not in any case exceed the price of the part claimed to be defective, or the price of the boiler if the entire boiler is claimed to be defective.

We have no liability at all and are not required to take any steps to correct any defects unless you comply with your obligations under this warranty.

Limitation of Implied Warranties

For sales to which the Magnuson-Moss Warranty Act applies, all implied warranties of merchantability and/or fitness for a particular purpose are limited in duration to the applicable period of this limited warranty.

For all other sales there are not implied warranties of merchantability or fitness for a particular purpose, all of which are hereby expressly disclaimed.

The Magnuson-Moss Warranty Act applies to "consumer" sales as contrasted with "commercial" sales. A consumer sale is one to a buyer for personal, family or household purposes and not for the purpose of resale.

By "implied warranties" we mean ones that the law presumes to have been given by the seller even though they aren't set out in writing.

"Fitness for a particular purpose" means the seller knows the particular purpose for which the buyer requires the goods, and the buyer relies on the seller's skill and judgment in making the purchase.

"Merchantable" means that the product is fit for the ordinary purposes for which that kind of product is used. In other words, products sold for residential use have to be able to stand up to the wear and tear they would receive in an ordinary home in order to be considered merchantable. But they don't have to withstand the heavier use they would get if installed in a machine shop.

PLEASE NOTE: Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

Exclusion of Incidental and Consequential Damages

DUNKIRK BOILERS EXPRESSLY DISCLAIMS AND EXCLUDES ANY AND ALL LIABILITY IN TORT AND CONTRACT FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, OR FOR ITS NEGLIGENCE.

"Incidental" damages include expenses of inspection, obtaining substitute goods, transportation, etc. "Consequential" damages include injury to persons or property resulting from a breach of warranty, and any loss from general or particular requirements known to us and which you cannot reasonably pre-

vent. We will not be responsible or liable for any of these damages.

PLEASE NOTE: 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.

Procedure for Obtaining Warranty Service

For prompt warranty service, notify the installer who, in turn, will notify the Dunkirk Boilers distributor from whom he purchased the boiler. If this action does not result in warranty service, the homeowner or installer should write to Dunkirk Boilers at 85 Middle Rd., Dunkirk, New York 14048, giving full particulars in support of the claim. Alleged defective part or parts must be returned through trade chan-

nels in accordance with Dunkirk Boilers' procedure currently in force for handling returned goods for the purpose of inspection or determining cause of failure. Dunkirk Boilers will furnish the new part(s) to an authorized Dunkirk Boilers distributor who, in turn, will furnish the part(s) to the heating contractor who installed the boiler.

Complete Warranty Agreement

This written warranty is intended by us, the manufacturer, and by you, the buyer, to be the final, complete and exclusive statement of warranty terms. This warranty can only be changed by a specific written agreement signed by both of us. Any prior dealings, subsequent dealings, and trade practices

cannot change or supplement this written warranty. No warranties are made by us that are not specifically set forth herein. No employee, representative of Dunkirk Boilers, or anyone else is authorized to change this warranty in any way or to grant any other warranty.

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