

DUNKIRK BOILERS

85 MIDDLE ROAD • DUNKIRK, NY 14048

Residential Cast-Iron Water Boiler LIMITED TWENTY-YEAR WARRANTY

(THIS WARRANTY GIVES THE ORIGINAL RETAIL CUSTOMER ONLY
SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE
OTHER RIGHTS WHICH VARY FROM STATE TO STATE)

KEEP THIS WARRANTY CERTIFICATE FOR FUTURE REFERENCE.

By this warranty statement Dunkirk Boilers of Dunkirk, New York issues limited war-

ranties to the original retail customer, subject to the terms and conditions stated below.

First Year - Limited Warranty for Residential Cast Iron Water Boilers (Includes Heat Exchanger and Component Parts)

Dunkirk Boilers warrants its residential cast iron hot water boilers to be free from defects in material and workmanship under normal usage for a period of one year from the date of original installation. In the event that any part of such hot water

boiler is found to be defective in material or workmanship during this one-year period, then Dunkirk Boilers will repair or replace, at its option, the defective part.

Second through 20th Year - Limited Warranty for the Cast Iron Heat Exchanger of Residential Cast Iron Water Boilers (Includes Heat Exchanger Only - Not Component Parts)

Dunkirk Boilers warrants the cast iron heat exchanger of its residential cast iron water boilers to be free from defects in material and workmanship under normal usage for a period of 20 years from the date of original installation. In the event the cast iron heat exchanger is found to be defec-

tive in material or workmanship during this period, Dunkirk Boilers will repair or replace, at its option, the defective cast iron heat exchanger. Labor charges to remove and install repaired or replaced parts are the responsibility of the homeowner.

This Warranty Does Not Cover:

1. This warranty does not cover expenses for removal or re-installation. The homeowner will be responsible for the cost of removing and re-installing the alleged defective part or its replacement and all labor and material connected therewith, and transportation to and from Dunkirk Boilers.
2. The second through twentieth-year warranty covers only the cast iron boiler heat exchanger. All other component parts furnished by Dunkirk Boilers, but purchased from other manufacturers, shall be limited to their warranties, if any. Titanium Burners on gas water boilers carry a 3 year warranty.

3. Improper burner adjustments, control settings, care or maintenance.
4. The warranty cannot be considered as a guarantee of workmanship of an installer connected with the installation of the cast iron boiler, or as imposing a liability of any nature for unsatisfactory performance as a result of faulty workmanship in the installation, which liability is expressly disclaimed.
5. Installations by other than qualified heating contractors.
6. Installations of equipment for other purposes than residential space heating applications.
7. Modifications to the unit that are not factory authorized will void the warranty.

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

(See additional terms on the face of this warranty)

Limitation of Implied Warranties and Exclusion of Incidental and Consequential Damages

The exclusive 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 material, inconvenience or loss of time. The maximum liability of Dunkirk Boilers in connection 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. This written warranty is the complete and exclusive statement of warranty terms.

For all sales not subject to the Magnuson-Moss Warranty Act there are no implied warranties of merchantability and/or fitness for any particular purpose all of which are hereby specifically disclaimed.

For all other sales, all implied warranties of merchantability and/or fitness for any particular purpose are limited in duration to the period of this limited warranty.

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.

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 prod-

uct is used.

"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 prevent.

PLEASE NOTE: 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.

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 P.O. Box 32, Dunkirk, New York 14048, giving full particulars in support of the claim. Alleged defective part or parts must be returned

through trade channels 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.

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