

DUNKIRK BOILERS

85 MIDDLE ROAD • DUNKIRK, NY 14048

CAST-IRON BOILER LIMITED ONE-YEAR WARRANTY

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

IMPORTANT

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

What Our Warranty Means

Subject to the limitation, exclusions and terms set forth below, we warrant your cast iron boiler, under normal use and repair, against defects in workmanship or material for a period of one year from the date of original installation. Under this warranty we will replace or repair, at our option, any defective part at no cost or expense to you except for the costs of delivery and labor in the removal of the defective part and the installation of the replacement. The replacement 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

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.

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.

Installation

The product must be installed by a competent, qualified installer in accordance with our installa-

tion instructions and materials for one year from the date of installation. 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.

Our obligation is limited to repair or replacement of defective parts, which is your only remedy. Our maximum liability is the purchase price of the cast iron boiler.

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.

You must be able to verify the installation date of the 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.

- 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.

tion instructions, applicable local and national codes. FAILURE TO DO SO VOIDS THIS 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

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 ONE-YEAR PERIOD OF THIS LIMITED WRITTEN 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 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 limitation may not apply to you.

Exclusion of Incidental and Consequential Damages

DUNKIRK BOILERS WILL NOT PAY IN CONTRACT OR IN TORT, CONSEQUENTIAL OR INCIDENTAL DAMAGES UNDER THIS WARRANTY, BOTH OF WHICH ARE SPECIFICALLY EXCLUDED. THIS MEANS WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS, EXPENSE OR DAMAGE CAUSED BY ANY DEFECT IN THE CAST IRON BOILER, OTHER THAN TO THE BOILER ITSELF.

The maximum liability of Dunkirk Boilers in connection with this limited warranty 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.

"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. 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.

Service

If your product requires service, please contact the dealer who originally installed the equipment. If not known, contact a qualified heating dealer in your area. As stated in the above, we do not assume responsibility for the costs of delivery and labor involved in the replacement of defective parts.

If your dealer or service company does not repair your product to operate properly within the war-

ranty period, please write us directly, giving us all pertinent information so that we can assist you.

Our address is:

DUNKIRK BOILERS
85 Middle Road
Dunkirk, New York 14048

This Warranty Is Our 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

can not 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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