Dunkirk Boilers HWFC Series 5 Year Limited Warranty

Effective September 1, 2000

All **Dunkirk Boilers** (known as *) warranties begin when the installation is complete and the product is ready to operate. This warranty is subject to the condition that this equipment must be installed by a qualified heating contractor whose principal occupation is the sale, installation of plumbing, heating and/or air conditioning equipment, or performs said service in conjunction with the sale of home heating fuel(s) and heating equipment. You must be able to verify this date whenever a warranty claim is made. There must also be an original bill of sale, installation invoice or other similar documents. If the date cannot be verified, (*) will start the warranty coverage six (6) months after the date that the product was shipped from (*) warehouse.

(*), a New York Company, hereby warrants to the original owner(s) and or any subsequent owner(s) that its residential heating and cooling equipment is free from defects in material and workmanship for the period from the date of installation as shown below. If any parts are found to be defective in manufacture, (*) will replace or repair the defective part(s) without cost or expense to you except for the cost of delivery and labor for removal and replacement of the defective component.

This warranty gives you specific legal rights, and you may also have other rights which vary from state/province to state/province.

1st Year

During the first twelve (12) months after installation, all parts of the HWFC are warranted with the exception of maintenance items which require periodic replacement (i.e. filters). The owner may arrange with the original installing dealer or any other qualified dealer of the owner's choice to replace the defective part. Any labor cost involved in diagnosis, service and replacement of a defective part are the responsibility of the owner. Warranty replacement parts will be shipped through our standard distribution network, with the understanding that any possible defective in warranty item is to be returned under our written Return Material Authorization(RMA) policy for disposition with credit back through proper trade channels.

2nd - 5th Year

Starting year two (2) through year five (5) after the date of installation, the coil only is covered during that time period. The owner may arrange with the original installing dealer or any other qualified dealer of the owner's choice to replace the defective part. Any labor cost involved in diagnosis, service and replacement of a defective part are the responsibility of the owner. Warranty replacement parts will be shipped through our standard distribution network, with the understanding that any possible defective in warranty item is to be returned under our written Return Material Authorization (RMA) policy for disposition with credit back through proper trade channels.

The conditions of this warranty are:

A. Installation - This unit must be installed as specified by Dunkirk's installation and service

- instructions, national standards of ACCA and any local and or state/province codes regarding safety and electrical safety.
- B. This unit is not to be installed in a corrosive atmosphere where contamination by halogens (flourine or chlorine) or chlorinated hydrocarbons may exist. These corrosive elements can cause deterioration to the metal surfaces or integral components and void all Dunkirk warranties.
- C. This unit shall be operated within its rated capacities as listed on the rating label.
- D. All safety and operating controls with the unit shall not be modified, altered or bypassed to change the operation of the unit.
- E. Under this warranty this unit shall remain at its original installation address.
- F (*) shall not be responsible for any failure due to abuse, misuse or improper installation and maintenance practices, or Acts of God.
- G. This warranty shall not cover circumstances external to the air conditioning system or installation of other components.

Implied warranties of fitness for a particular purpose and merchantability shall be limited to the duration of the express warranty. Dunkirk Boilers expressly disclaims and excludes any liability for consequential or incidental damages for breech of any express or implied warranty.

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 prompt warranty service, notify the installer who, in turn will notify the Dunkirk distributor from whom they purchased the equipment. If this action does not result in warranty service, please contact Dunkirk Boilers Customer Service Department, 85 Middle Road, Dunkirk, NY 14048 with details in support of the warranty claim. Alleged defective part(s) must be returned through trade channels in accordance with standard policy procedures currently in force for handling return goods for the purpose of inspection to determine the cause of failure. Dunkirk will furnish the new replacement part(s) to an authorized Dunkirk distributor who in turn, will furnish the part(s) to the heating contractor who installed the air handler. If you have any questions about this warranty, contact Dunkirk at the address below.

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