

# 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																								
Cast Aluminum	No Charge																								
Stainless Steel	No Charge																								

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® Products Repair Parts Pricing where the heat exchanger last appeared or the current retail price of the then nearest equivalent heat exchanger.

**\*Burnham® MegaSteam™ Waterside Corrosion Warranty:** U.S. Boiler Company, Inc. warrants the cast iron sections of the Burnham® 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 Burnham® MegaSteam™ 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

1. **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.
2. **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.
3. **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 Company, Inc. installation instructions. U.S. Boiler Company, Inc. specifically disclaims liability of any kind caused by or relating to improper installation.
4. **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.
5. This warranty does not cover the following:
  - a. 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.
  - b. Components that are part of the heating system but were not furnished by U.S. Boiler Company, Inc. as part of the residential boiler.
  - c. Improper burner adjustment, control settings, care or maintenance.

- d. 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.
  - e. Boilers, parts, or accessories installed outside the 48 contiguous United States, the State of Alaska and Canada.
  - f. 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.
  - g. Any damage or failure of the boiler resulting from hard water or scale buildup in the heat exchanger.
  - h. 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.
  - i. 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.
  - j. 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.
  - k. Any damage caused by water side clogging due to dirty systems or corrosion products from the system.
  - l. Any damage resulting from natural disaster.
  - m. 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.usboiler.burnham.com](http://www.usboiler.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., Attn: Customer Service, 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 Burnham® 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. (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 Burnham® 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 Burnham® Alliance™ SL was originally installed. Optional Lifetime replacement Warranty is not effective unless U.S. Boiler Company, Inc. 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 BURNHAM® 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 Burnham® 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 Burnham® 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 of 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 Burnham® 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 Burnham® 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:

- The Burnham® Alliance™ SL Water Heater is correctly installed according to the installation manual provided with the unit and all applicable local and national codes.
- The unit is operated within the factory calibrated temperature limits and water pressure not exceeding 150 psi.
- Any failure or malfunction that does not result from improper or negligent operation, accident, abuse (including freezing), misuse, unauthorized alteration or improper maintenance.
- 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 Burnham® 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.
- 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.
- 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.



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### **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.