

LIMITED WARRANTY - LIFETIME BUYER PROTECTION PLAN

A. Limited Warranty - Buyer Protection Plan:

1. **FIRST YEAR:** Limited one-year warranty for residential steel hot water boilers. Axeman-Anderson Company, Inc. (Axeman-Anderson) warrants to the original owner at the original installation site that the residential steel hot water boiler is free from defects in material and workmanship for a period of one (1) year from the date of the original installation. If any parts are found to be defective in material and/or workmanship by Axeman-Anderson within one (1) year of the date of the original installation, Axeman-Anderson will repair or replace the defective part, free of charge, F.O.B. its factory located in South Williamsport, Pennsylvania.
2. **BEYOND THE FIRST YEAR:** The pressure vessel portion of the unit carries a Limited Lifetime Buyer Protection Plan. If at any time during the warranty period from the date of original installation, Axeman-Anderson warrants to the original owner at the original installation site that the pressure vessel portion of the unit is free from defects in material or workmanship. In the event that the pressure vessel is found to be defective in material or workmanship on examination by Axeman-Anderson within the warranty period Axeman-Anderson will repair or replace the defective pressure vessel free of charge.

B. Conditions and Exclusions:

1. For purposes of this warranty and buyer protection plan, the Limited Lifetime warranty covers only that portion of the heating unit consisting of the steel pressure vessel itself as manufactured by Axeman-Anderson.
2. Equipment and other parts such as burners, controls and other accessories furnished by Axeman-Anderson but purchased from other manufacturers are limited to the extent of the individual manufacturers' warranty for said equipment and parts.
3. This warranty applies only to steel hot water boilers manufactured by Axeman-Anderson.
4. This warranty applies only to steel hot water boilers installed within the continental limits of the United States for residential hot water heating.
5. This warranty does not cover or include provision for any costs for labor for removal and/or reinstallation of an alleged defective part, transportation costs, if necessary, and any other materials necessary to repair or replace any part as set forth in the warranty above.
6. The boiler must be installed by a competent heating contractor as part of a properly designed, installed and operating heating system.
7. The boiler must be operated and maintained in accordance with any instructions prepared for use with it, and operated within its rated capacity.
8. The boiler must have adequate ventilation and not have been exposed to any unusual atmospheric conditions such as lint, animal hair, etc.
9. The boiler must use the fuel for which it was designed and equipped.
10. Sealer can not have been added to the boiler to eliminate system leaks.
11. The boiler must be installed to comply with any applicable local codes or ordinances.
12. The boiler must be maintained and serviced by a qualified heating contractor or serviceman in accordance with accepted industry practice.
13. This warranty does not cover any damage due to a defective or leaking relief valve or any other part which would or could cause make-up water to be added thereby causing oxygen corrosion.

C. Limitation of Damages

Unless stated to the contrary herein, Axeman-Anderson shall not be liable for contingent, incidental, secondary or consequential damages or costs of any kind whatsoever, including damages for delay, loss of profits, loss of sales, injury to persons or property, for any reason, including negligence, strict liability in tort, breach of contract, or breach of warranty. The buyer agrees that no other remedies, except as provided herein for repair and/or replacement, shall be available to it for Axeman-Anderson's breach of warranty, breach of contract, negligence or strict liability in tort.

D. Disclaimers:

THE WARRANTY AS PROVIDED HEREIN AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP, AND WHERE EXPRESSLY STATED, IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BUYER AND MANUFACTURER AGREE THAT BUYERS EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY IS AS SET FORTH HEREIN.

In addition, the above warranty does not include or cover any damage or claims incurred because of improper use, alteration of the boiler or negligence of the owner or others, or due to damage caused by fire, flood, lack of water, freezing, acts of God, or failure due to improper maintenance. Further, this warranty does not include or cover repairs or replacement as may be required because of deterioration, erosion, depletion, or corrosion of material.

NOTE: Some states do not allow the exclusion or limitation of incidental or consequential damages; further, some states do not allow the exclusion or limitation of implied warranties. Therefore, the limitation of damages and/or the exclusion or limitation of warranties as contained herein may not apply to you.

E. Notification to Axeman-Anderson:

If warranty service is required, notify the contractor or seller who installed your boiler. If additional assistance under this warranty and protection plan is required, notify Customer Service Department, Axeman-Anderson Company, Inc., 300 East Mountain Avenue, South Williamsport, PA 17702. In the event the contractor or seller who installed your boiler is no longer in business, please contact the Consumer Service Department of Axeman-Anderson Company, Inc. directly.

AXEMAN-ANDERSON COMPANY, INC., South Williamsport, PA 17702