

# RAY LIMITED LIFETIME WARRANTY FOR RESIDENTIAL WATER BOILERS APPLICATIONS

This warranty applies only to the original homeowner at the original place of installation.

## First Through Tenth Year

Mestek, Inc. warrants that the cast iron sections of its residential water boiler were free of defects in material and workmanship when shipped, and will remain free of defects under normal usage from the date of original installation, for a period of ten years. In the event that the cast iron section is found to be defective in material or workmanship during this period, Mestek, Inc. will repair or replace the boiler, at its option.

## Eleventh Year and Above

Mestek, Inc. warrants that the cast iron sections of its residential water boilers will remain free of defects in material and workmanship under normal usage for the lifetime of the original owner at the original place of installation. Should any sections be found to be defective, Mestek, Inc. will repair or replace the boiler, at its option, upon the payment of a proportionate charge based on the time the defective boiler was in service. The proportionate charge will be equal to the appropriate percentage of the retail price of the boiler at the time the warranty claim is made, determined as follows:

| Year                 | 11th | 12th | 13th | 14th | 15th | 16th | 17th | 18th | 19th | 20th | 21st | 23nd | 24th | 25th & above |
|----------------------|------|------|------|------|------|------|------|------|------|------|------|------|------|--------------|
| % of<br>Retail Price | 5    | 10   | 15   | 20   | 25   | 30   | 35   | 40   | 45   | 50   | 55   | 60   | 65   | 75           |

## Procedure for Obtaining Warranty Service

The homeowner should perform the following in order to insure prompt warranty service:

1. Notify the installer, who in turn should notify the distributor, promptly upon discovery of a condition believed to be caused by a defect in manufacture. Failing this, the owner should notify Mestek, Inc., 260 North Elm St., Westfield, MA 01085 in writing, giving full particulars in support of the claim.
2. Make available for inspection to Mestek, Inc. or its representative the parts alleged to be defective, and if requested by Mestek, Inc., ship said parts prepaid to Mestek, Inc., 203 West Spring Street, Boyertown, PA 19512 for inspection or repair.

## Exceptions and Exclusions

1. This Warranty covers the cast iron boiler only. Other parts such as but not limited to grates and grate parts are specifically not warranted. The burner, jacket, controls and other auxiliary equipment furnished by Mestek, Inc., but purchased from others shall be limited to that manufacturer's warranty, if any.
2. This Warranty does not include expenses for removal or re-installation. The user will be responsible for the cost of replacement of the defective part and labor and material necessary to the exchange. Replacement material will be invoiced to the Distributor in the usual manner and will be subject to adjustment upon proof of defect.
3. Nothing herein shall be construed as a guaranty of workmanship of any installer in installing Mestek, Inc. cast iron boilers, or as imposing on the Company any liability of any nature for unsatisfactory performance caused by faulty workmanship in installation, which liability is expressly disclaimed.
4. This Warranty will not apply if the boiler is structurally altered; is used or operated at over its rated capacity; or is not maintained in accordance with Mestek, Inc.'s recommendations or the accepted good practice of the industry as defined by the Hydronics Institute, A.S.M.E. or other accepted authority.
5. This Warranty will not apply if the boiler has been damaged a result of: fire or other casualties; flooding or exposure to the elements; settlement, distortion, collapse or cracking of any foundation area, beams or pipes surrounding the boiler; improper or negligent installation, service or operation (including but not limited to the following - operated with insufficient water, allowed to freeze; subject to flood conditions; or operated with water conditions and/or fuels or additives which have caused unusual deposits or corrosion in or on the cast sections).
6. This Warranty applies only to boilers installed within the United States and Canada.
7. In order for this Warranty to be effective:
  - A. The boiler must have been properly installed in a single or two-family residential dwelling. Warranty does not apply to boilers installed in apartments, commercial or industrial installations. When installed in a commercial application, the boiler will be warranted for one year.
  - B. The boiler must have been installed in strict accordance with Mestek, Inc. installation instructions furnished with the boiler.
  - C. Boiler must not have been damaged in handling during shipment or installation. The determination of damage in handling or installation is a considered judgement of Mestek, Inc. and decision shall be final.
  - D. The boiler must have been serviced annually by a licensed contractor and proof of such service must be provided with warranty claim. This service must have been in strict accordance with installation instructions furnished with the boiler.
8. In no case shall Mestek, Inc.'s liability exceed the original selling price of the product found to be defective.
9. THIS WARRANTY IS IN LIEU OF ALL EXPRESS WARRANTIES OF ANY KIND. THE REMEDIES UNDER THIS WARRANTY ARE EXCLUSIVE AND MESTEK, INC. NEITHER ASSUMES NOR AUTHORIZES ANYONE TO ASSUME FOR IT ANY OTHER OBLIGATIONS. IN NO EVENT SHALL MESTEK, INC. BE LIABLE UNDER THIS WARRANTY OR OTHERWISE IN ANY MANNER FOR ANY INCIDENTAL, REMOTE OR CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THIS WARRANTY OR CONDITION IMPLIED BY LAW OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, FOR A PARTICULAR PURPOSE. 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.
10. This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.