

## VISSMANN MANUFACTURING COMPANY INC. (Viessmann)

### LIMITED LIFETIME WARRANTY (the “Warranty” or the “Warranties”)

For Wall-Mounted Hydronic Heating Boilers — Gas-Fired Condensing Stainless Steel Boilers Only

#### ATTENTION MECHANICAL CONTRACTOR

This Warranty is provided by Viessmann for the benefit of only the first purchaser at retail (the “Original Owner”) of the Viessmann Wall-Mounted Stainless Steel Hydronic Heating Boiler (the “Boiler”) on the original site of installation (the “Site of Original Installation”) and should be given to the Original Owner or placed in clear view on or near the Boiler.

#### ATTENTION ORIGINAL OWNER OF BOILER ON SITE OF ORIGINAL INSTALLATION

This Warranty provides specific legal rights. You may have other rights, which vary from Province to Province or Territories in Canada.

The specific rights in this Warranty shall be conditional upon: (a) the proper installation of the Boiler (as hereinafter defined) by a mechanical contractor or installer whose principal occupation is the sale and installation of heating, plumbing, and/or air conditioning equipment and who is properly certified and trained under all relevant or applicable laws of the local jurisdiction in which the Boiler is installed (the “Certified Contractor”); and (b) proper operation and maintenance by a Certified Contractor in accordance with the Boiler Maintenance Intervals (as defined herein). Installation by an uncertified or unqualified contractor or installer or the improper maintenance, operation, misuse or abuse of a Boiler shall void this Warranty in whole or in part.

#### TERMS AND CONDITIONS OF WARRANTY

##### LIMITED TWO (2) YEAR WARRANTY

Viessmann warrants that the Boiler enclosure, burner and controls and other accessories designated by Viessmann as standard equipment shall be free of defects in material and workmanship for TWO (2) YEARS from the Date of Original Installation (as hereinafter defined) of the Boiler.

Repair or replacement of parts determined by Viessmann to be defective in material or workmanship will be made during the period of TWO (2) YEARS from the date of original installation in accordance with the WARRANTY SERVICE PROCEDURE hereinafter described, provided this Warranty has not otherwise been voided.

##### LIMITED TEN (10) YEAR WARRANTY FOR THE PRESSURE VESSEL OF THE BOILER

Viessmann warrants that the pressure vessel of the Boiler shall be free of defects in material and workmanship resulting in a leak for TEN (10) YEARS from the Date of Original Installation (as hereinafter defined) of the Boiler.

Repair or replacement of parts determined by Viessmann to be defective in material or workmanship will be made during the period of TEN (10) YEARS from the date of original installation in accordance with the WARRANTY SERVICE PROCEDURE hereinafter described, provided this Warranty has not otherwise been voided.

##### LIMITED LIFETIME WARRANTY FOR THE PRESSURE VESSEL OF THE BOILER FROM THE ELEVENTH (11TH) YEAR

The pressure vessel shall remain free of leaks during proper use, provided proper and regular maintenance is carried out in accordance with the product manuals, for the period of time and so long as the Boiler is owned by the Original Owner (the “Lifetime Warranty”).

Repair or replacement of the pressure vessel upon it having been found to be defective in workmanship or material shall be made in accordance with the WARRANTY SERVICE PROCEDURE during the lifetime of the Original Owner of the Site of Original Installation during the ownership of the said site by the Original Owner, provided this Warranty has not otherwise been voided or reduced.

Repair or replacement during this particular Warranty Period of a pressure vessel determined by Viessmann to be defective in material and workmanship will be made upon the payment of a proportionate charge based upon the time the pressure vessel has been installed.

The proportionate charge shall be equal to the appropriate percentage of the list price of such pressure vessel at the time the warranty claim is made, determined as follows:

11th year – 20%; 12th year – 40%; 13th year – 50%; 14th year – 60%; 15th year and beyond – 75%.

If a pressure vessel for this Boiler is no longer available, Viessmann will provide a new condensing boiler at the retail price at the time of the defect, applying above proportionate charge.

#### REDUCTION OF LIFETIME WARRANTY

The Lifetime Warranty hereby provided shall be reduced to a limited TEN (10) YEAR warranty, calculated from the Date of Original Installation, if the use of the premise upon which the Boiler is installed is changed from single-family residential to at least two-family residential or non-residential use or mixed residential and non-residential use, provided the Warranty has not been otherwise voided (the “Warranty Reduction”). The Warranty Reduction shall take effect immediately upon conversion of use as aforesaid without further notice.

The Lifetime Warranty hereby provided shall be reduced in any event to a limited TEN (10) YEAR warranty if the Original Owner is a business, partnership, unincorporated association or corporation or if the Boiler is put to use in a non-residential, multiple-family residential, residential rental property or in a commercial, industrial or institutional environment.

#### COMMENCEMENT OF WARRANTY PERIODS

The Warranty Period shall commence on the date the Boiler has been installed (the “Original Date of Installation”).

In the event of dispute as to the Date of Original Installation, the shipping date of your Boiler, as recorded in the books and records of Viessmann, from the Viessmann assembly facility, warehouse, depot or showroom to the Certified Contractor or a wholesaler or dealer, as the case may be, authorized by Viessmann (an “Authorized Distributor”) shall be deemed to be the Date of Original Installation and therefore the date of commencement of the Warranty Period or Periods.

#### WARRANTY EXPRESSLY EXCLUDES THE FOLLOWING

1. Liability of any nature or kind whatsoever for damages for unsatisfactory performance caused by improper installation or any damages whatsoever caused by or as a result of unsuitable or improper use of the Boiler, incorrect start-up thereof by the Original Owner of the Original Site of Installation or any third party whatsoever, incorrect or careless handling, improper control adjustment or control strategy, incorrect burner adjustment, disregard of the operating and maintenance instructions or any other instructions supplied with the Boiler, improper operation of the Boiler or improper alteration and repairs/service by the Original Owner of the Site of Original Installation or any third party whatsoever, or use of unauthorized replacement parts.

2. The workmanship of the Certified Contractor and repairs or replacement of parts required due to poor workmanship or otherwise of the Certified Contractor.

3. Liability from any loss or damage of any nature or kind whatsoever resulting from or attributable to improper installation, installation by an uncertified or unqualified mechanical contractor or installer, the agents, workmen, servants or subcontractors of such contractor or installer, improper operation or maintenance or misuse or abuse of the Boiler.

4. Components that form part of the heating system not furnished by Viessmann as part of the Boiler and components that are part of the Boiler but were not furnished by Viessmann as part of the goods described in this Warranty.

5. Any costs for labour for the examination, removal or reinstallation of allegedly defective parts, transportation thereof to and from Viessmann facilities at Waterloo, Ontario, Canada, or as determined by Viessmann, which costs shall be to the account of and shall be payable by the Original Owner or any other labour and costs for any material necessary for the said examination, removal or reinstallation.

6. Damage to parts caused by improper installation and improper care or maintenance, including, but not limited to improper removal of boiler condensate. The Boiler and its burner must be serviced, inspected and cleaned as a minimum once per year in accordance with the product manuals.

7. Damage to the Boiler or any of its original or authorized replacement parts or other accessories designated by Viessmann as standard equipment caused by excessive temperatures or pressures, unsuitable fuels, fuel impurities, improper fuel mixture, fuel or gas explosion, electrical, chemical or electro-chemical reaction, water impurities, unsuitable water conditions as per system design guidelines, water conditions which may have caused unusual deposits within the water side and heat exchanger combustion area of the pressure vessel within the Boiler, water treatment chemicals, electrical failures, insurrection, riots, war, or acts of God, combustion air contaminated externally, air impurities, sulfur or sulfuric action or reaction, dust particles, corrosive vapors, oxygen corrosion, and situating the Boiler in an unsuitable location or continuing use of the Boiler after onset of a malfunction or discovery of a defect.

8. Any type of water conditioning system in the building in which the Boiler is located not maintained to Viessmann specifications and therefore affecting water quality and the Boiler.

9. Liability of all nature and kind for wear and tear and consumption of parts including, but not limited to, burner components, fuses, gaskets, and combustion chamber linings or any parts in direct contact with the open flame.

#### **LIMITATION ON WARRANTY AND DAMAGES**

The Warranty obligations of Viessmann shall also be subject to the following terms and conditions:

1. The Boiler must have been installed by a Certified Contractor.
2. The Boiler must have been properly maintained during the Warranty Periods strictly in accordance with product manuals. The Original Owner shall ensure that the Boiler is maintained in the intervals provided in the product manuals (the "Boiler Maintenance Intervals").
3. This Warranty does not extend to anyone other than the Original Owner of the Boiler on the Site of Original Installation, subject to the limitations and reductions hereinbefore described. This Warranty shall become null and void forthwith upon any relocation of the Boiler.
4. Viessmann shall have the opportunity to carry out repairs or replacement of parts it may deem necessary or advisable. Viessmann shall be granted all requisite time and unobstructed or unimpeded access to the Boiler for the purpose of conducting tests deemed necessary or advisable and for the making of repairs or installation of replacement parts or components thereof.

All costs, charges or expenses arising from, howsoever created or caused directly or indirectly by difficult or impeded access to the Boiler or any parts thereof described in this Warranty or lack of suitable work space to undertake and carry out repairs or replacement shall in all events be the responsibility of the Original Owner of the Site of Original Installation.

5. Repairs, replacement or the repair of replacement parts shall be subject to the terms and conditions of this Warranty as if the same had been originally installed, sold, delivered or carried out at the time of original installation. Negotiations, intermediate acts, discussions, disagreements or denials concerning defects or deficiencies shall not extend any Warranty Period herein granted and shall not waive or be deemed to waive any requirement for notification of defect or deficiency within the time or times herein described.

6. The obligation of Viessmann under this Warranty shall further be limited exclusively to the repair, replacement or refund of purchase price, at the sole discretion of Viessmann, of any goods or parts thereof which an examination by Viessmann shall disclose to its satisfaction not to have conformed to the express written Warranties provided herein.

7. THE REMEDY PROVIDED IN THIS SECTION IS THE EXCLUSIVE REMEDY OF THE ORIGINAL OWNER OF THE SITE OF ORIGINAL INSTALLATION. VIESSMANN SHALL NOT BE RESPONSIBLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY THE GOODS AND PRODUCTS DESCRIBED IN THIS WARRANTY.

8. VIESSMANN MAKES NO WARRANTIES OR GUARANTEES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE FOR THE GOODS AND PRODUCTS DESCRIBED IN THIS WARRANTY. NO IMPLIED WARRANTY ARISING BY USAGE OR CUSTOM OR COURSE OF DEALING OR COURSE OF PERFORMANCE IS GIVEN BY VIESSMANN OR SHALL ARISE BY OR IN CONNECTION WITH THIS WARRANTY EXCEPT THE EXPRESS WARRANTY HEREIN SET FORTH.

9. This Warranty does not extend to any Boiler, related parts or products that are (a) not sold in Canada; (b) not installed in Canada; or (c) not purchased from a Contractor or an Authorized Distributor.

#### **ASSIGNABILITY**

The Warranties herein provided are not assignable.

#### **APPLICABLE LAW**

All disputes, claims or demands arising from or relating to the Warranties, or from the terms and conditions herein contained and all claims, demands, rights or liabilities arising from such Warranties or terms and conditions shall be determined in accordance with the laws of the Province of Ontario, Canada.

#### **MANDATORY BOILER MAINTENANCE**

The Original Owner shall, during the Warranty Period(s), strictly maintain the Boiler in accordance with the product manuals.

#### **ARBITRATION**

In the event of any dispute between Viessmann and the Original Owner arising out of the interpretation or performance of this Warranty, such dispute shall be submitted to a board of three (3) arbitrators, one of whom shall be nominated by Viessmann, one by the Original Owner and the third by the first two nominees if they can agree and otherwise by a Judge of the Supreme Court of the Province of Ontario, Canada. The constitution and proceedings of such board shall be governed by the laws of the Province of Ontario, Canada, pursuant to which said arbitration shall be had.

#### **WARRANTY SERVICE PROCEDURE**

For prompt warranty service, notify the Certified Contractor who installed your Boiler and who in turn will notify the Viessmann authorized distributor from whom the Certified Contractor purchased the Boiler. Viessmann reserves the sole right to make all warranty decisions. No contractor or distributor may grant any service under this warranty without the prior approval of Viessmann. If this action does not result in warranty service, contact Viessmann directly at one of the addresses set out in this Warranty.

Allegedly defective parts must be returned through trade channels in accordance with the procedure prescribed by Viessmann currently in force for handling the return of goods for the purpose of inspection to determine cause of failure. Viessmann will furnish the replacement part or parts to the Viessmann authorized distributor who in turn will furnish the part or parts to the Certified Contractor who installed your Boiler (the "Warranty Service Procedure").

The obligations of Viessmann under this Warranty apply only to Boiler installations where Viessmann has been notified of the alleged defect or deficiency within FORTY-EIGHT (48) HOURS from the occurrence or discovery of the alleged defect or deficiency.

If you have any questions about the coverage provided by this Warranty, contact Viessmann at one of the addresses set out below.

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