

VISSMANN MANUFACTURING COMPANY ("Viessmann")**STANDARD LIMITED WARRANTY**

For Viessmann Commercial Hydronic Heating Boilers—Gas Fired Condensing Stainless Steel Boilers Vitocrossal 200 CM2 and Vitocrossal 300 CA3/CA3B (the "Standard Warranty" or the "Warranty").

TERMS AND CONDITIONS OF WARRANTY

Viessmann provides this Warranty only to the original end user purchaser (the "Owner") of the Vitocrossal 200 CM2 and Vitocrossal 300 CA3/CA3B Viessmann Stainless Steel Hydronic Heating Boiler (the "Boiler"), provided the Owner uses the Boiler at the site of original installation in accordance with the terms hereof.

This Warranty provides 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 in accordance with all applicable rules, regulations, industry standards and Viessmann instructions 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 licensed under all relevant or applicable laws of the local jurisdiction in which the Boiler is installed (the "Contractor");
- (b) proper operation and maintenance of the Boiler by a Contractor in accordance with the product manuals;
- (c) the original and continuous installation and use of the Boiler by an Owner within Canada; and (d) performance of warranted part replacements or repairs by a Contractor.

WARRANTY AND WARRANTY PERIODS

Viessmann's obligation under this Warranty is limited to the repair or replacement, at the sole discretion of Viessmann, of any goods or parts which do not conform to the express Warranty provided herein. Labor and all other costs for the examination, removal and/or re-installation of defective parts, and transportation costs for defective or replacement parts, are not covered by this Warranty.

LIMITED TWO (2) YEAR WARRANTY

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

LIMITED TEN (10) YEAR WARRANTY FOR THE PRESSURE VESSEL

Viessmann warrants that the pressure vessel of the Boiler shall be free of defects in material and workmanship for TEN (10) YEARS from the Date of Original Installation. Further, when installed, operated and serviced in strict accordance with Viessmann's installation, operation, and service manuals, Viessmann warrants that the boiler shall not fail due to thermal shock.

REPLACEMENT PARTS

Replacement or repaired parts provided under this Warranty are warranted for the applicable unexpired period of this Warranty, or the term of Viessmann's Parts Warranty, whichever is longer.

COMMENCEMENT OF WARRANTY PERIODS

The Warranty Periods commence on the date the Boiler is installed (the "Date of Original Installation"). Owner should maintain all purchase, maintenance and repair records. In the event of a dispute as to the Date of Original Installation, the shipping date from the Viessmann facility, as recorded in the books and records of Viessmann, shall be deemed to be the Date of Original Installation.

WARRANTY EXPRESSLY EXCLUDES THE FOLLOWING

1. THE REMEDY PROVIDED IN THIS WARRANTY IS THE EXCLUSIVE REMEDY OF THE OWNER. VISSMANN SHALL NOT BE RESPONSIBLE FOR ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF USE AND LOST PROFITS). VISSMANN'S MAXIMUM CUMULATIVE LIABILITY SHALL NOT EXCEED THE ACTUAL PURCHASE PRICE THE ORIGINAL END-USER PURCHASER PAID FOR THE BOILER.
2. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. VISSMANN MAKES NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. ANY SUCH WARRANTY IMPOSED BY LAW IS LIMITED TO THE PERIOD OF THE LIMITED WARRANTY PROVIDED HEREIN. NO WARRANTY ARISING BY USAGE, CUSTOM, COURSE OF DEALING OR COURSE OF PERFORMANCE IS GIVEN BY VISSMANN OR SHALL ARISE IN CONNECTION WITH THIS WARRANTY.
3. Liability or damages caused by improper installation or unsuitable or improper use or operation of the Boiler, incorrect Boiler start-up, 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, alteration of the Boiler, or use of unauthorized replacement parts.
4. The workmanship of the Contractor and repairs or replacement of parts required due to poor workmanship of the Contractor.
5. Components and parts not furnished by Viessmann.
6. (a) Damage caused by improper care or maintenance, including, but not limited to improper removal of boiler condensate, and
(b) failure to inspect and service the boiler in accordance with Viessmann's product manuals. The Boiler and its burner must be operated, serviced, inspected and cleaned in accordance with the product manuals.

7. Damage to the Boiler or any of its parts caused by matters outside the control of Viessmann, including excessive temperatures or pressures, unsuitable fuels, fuel impurities, improper fuel mixture, fuel or gas explosion, electrical, chemical or electrochemical reaction, water impurities, unsuitable water conditions as per specifications, water conditions causing unusual deposits within the water side and heat exchanger combustion area of the pressure vessel within the Boiler, water treatment chemicals, electrical failures, acts of God, combustion air contaminated externally, air impurities, sulfur or sulfuric action or reaction, dust particles, corrosive vapors, oxygen corrosion, situating the Boiler in an unsuitable location or continuing use of the Boiler after onset of a malfunction or discovery of a defect.
8. Damage to the Boiler or any of its original or authorized replacement parts caused by a water conditioning system in the building in which the Boiler is installed not conforming to Viessmann specifications.
9. Wear and tear and/or consumption of parts including, but not limited to, fuses, gaskets, igniters, electrodes, combustion chamber linings, and parts in direct contact with the open flame.

NON-ASSIGNABILITY

No Viessmann Warranties are assignable.

ARBITRATION

In the event of any dispute between Viessmann and the 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.

HOW TO MAKE A WARRANTY CLAIM

For prompt warranty service, notify the Contractor who installed your Boiler. If this action does not result in warranty service, contact Viessmann directly at the address below.

The obligations of Viessmann under this Warranty apply only when the Owner promptly notifies the Contractor of the issue giving rise to the claim and in no event later than fourteen (14) days after its occurrence.

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