

VISSMANN MANUFACTURING COMPANY INC. (Viessmann)

LIMITED ONE (1) YEAR WARRANTY (the "Warranty" or the "Warranties") for Components

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 component, which has a part number on any Viessmann Price list and which not covered by any other accessory and standard equipment warranty (the "Component") on the original site of installation (the "Site of Original Installation").

ATTENTION ORIGINAL OWNER OF EQUIPMENT 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 Component (as per Viessmann manuals) and equipment of which the Component forms a part ("Equipment") by a certified 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 Component is installed (the "Certified Contractor"); and (b) proper operation and maintenance by a Certified Contractor in accordance with the Equipment Maintenance Intervals (as defined in Equipment manuals). Installation by an uncertified or unqualified contractor or installer or the improper maintenance, operation, misuse or abuse of the Component or Equipment shall void this Warranty in whole or in part.

TERMS AND CONDITIONS OF WARRANTY LIMITED ONE (1) YEAR WARRANTY

Viessmann warrants that any Component shall be free of defects in material and workmanship for ONE (1) YEAR from the Date of Purchase (as hereinafter defined) of the Component.

Repair or replacement of parts determined by Viessmann to be defective in material or workmanship will be made during the period of ONE (1) YEAR from the Date of Purchase in accordance with the WARRANTY SERVICE PROCEDURE hereinafter described, provided this Warranty has not otherwise been voided.

COMMENCEMENT OF WARRANTY PERIODS

The Warranty Period shall commence on the date on which the Component has first been purchased by the Original Owner (the "Date of Purchase").

In the event of dispute as to the Date of Purchase, the date of your purchase order for the Component, 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 Equipment, 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 Component or Equipment, improper operation of the Equipment 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 Equipment.

4. Components for which warranty has been excluded or limited by any other Equipment warranty.

5. Any costs for labour for the examination, removal or reinstallation of allegedly defective Components, 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 Components caused by improper installation and improper care or maintenance. Equipment must be serviced, inspected and cleaned in accordance with the product manuals.

7. Damage to the Component 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, vandalism, animals, weather conditions, impact by moving objects, 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 Equipment in an unsuitable location or continuing use of the Equipment after onset of a malfunction or discovery of a defect.

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

9. Liability of all nature and kind for wear and tear and consumption of parts including, but not limited to *glycol*, 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 Component and the Equipment must have been installed by a Certified Contractor.

2. The Component and the Equipment must have been properly maintained during the Warranty Periods in accordance with product manuals.

3. This Warranty does not extend to anyone other than to the Original Owner of the Component 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 Component.

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 Component 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 Component 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. VISSMANN SHALL NOT BE RESPONSIBLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY THE GOODS AND PRODUCTS DESCRIBED IN THIS WARRANTY.

8. VISSMANN 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 VISSMANN 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 Components 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 MAINTENANCE

The Original Owner shall, during the Warranty Period(s), strictly maintain the Components and Equipment 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 Component and who in turn will notify the Viessmann authorized distributor from whom the Certified Contractor purchased the Components. 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 Components 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 Component or Components to the Viessmann authorized distributor who in turn will furnish the Component to the Certified Contractor who installed your Component, Components or Equipment (the "Warranty Service Procedure").

The obligations of Viessmann under this Warranty apply only to components 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.

Viessmann Manufacturing Company Inc.
750 McMurray Road
Waterloo, Ontario • N2V 2G5 • Canada
Telephone: (519) 885-6300 • Fax: (519) 885-0887
www.viessmann.ca