

VISSMANN MANUFACTURING COMPANY (Viessmann)

STANDARD LIMITED WARRANTY

WHO THE WARRANTY COVERS

This warranty covers the original end user / purchaser (the "Owner") of the Viessmann **Vitotron 100 Electric Heating series boiler(s) (the "Boiler")**, purchased and installed in the United States of America, or Canada on or after July 1, 2022, subject to the terms of this Warranty. The expressed warranty is for the original installation site only.

WHEN WARRANTY COVERAGE BEGINS

Warranty Coverage begins on the Date of Installation, or the date of shipment from Viessmann facility in the event of a dispute between Owner and Viessmann as to the Date of Installation.

TERMS AND CONDITIONS OF THE WARRANTY

This warranty provides legal rights. You may have other rights which vary from State to State in the United States of America, or Province to Province or Territory to Territory in Canada. The specific rights are conditional upon the following:

- 1) Proper installation of the boiler in accordance with all applicable regulations, industry standards, and Viessmann instructions / manuals.
- 2) Installation 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").
- 3) Proper operation and maintenance of the boiler by a Contractor in accordance with the boiler manuals.
- 4) Original and continuous installation and use of the boiler by Owner within the United States, or Canada.
- 5) Performance of warranted part replacements or repairs or service by a Contractor.

WHAT THE WARRANTY COVERS

If the boiler is installed, operated, serviced, and maintained in accordance with all its manuals, in the event of a defect in materials or manufacturing workmanship, Viessmann will repair or replace the defective pressure vessel or part covered under this Warranty during the respective Warranty Period(s) below from the Date of Installation.

Limited Pressure Vessel and Parts Warranty

The boiler and all covered parts provided with the boiler by Viessmann shall be warranted for TWO (2) YEARS. Replacement or repaired parts provided under this Warranty are warranted for the applicable unexpired period of this Warranty.

Summary of Warranty Coverage

The below summary is subject to all Terms and Conditions found within this Warranty.

Standard Limited Warranty	Years of Coverage	What is Covered	Viessmann Warranty Coverage
Limited Pressure Vessel Warranty	0-2	Pressure Vessel	100%
Standard Limited 2 year Parts and Accessories Warranty	0-2	All covered parts and accessories	100%

WHAT THE WARRANTY DOES NOT COVER

This Warranty excludes the following:

- 1) Wear and tear or consumption parts including unusual or abnormal wear and tear of the boiler or its components. Examples of wear and tear or consumption parts include, but are not limited, to gaskets, O-rings, and filters.
- 2) Disregarding any or all instructions in any of the manuals supplied with the boiler; Improper storage, operation, or adjustment of the boiler, incorrect boiler start-up, incorrect or careless handling, alteration of the boiler, use of the boiler in an incorrect application or for use other than as intended, incorrect or improper sizing for the intended application, or use of unauthorized replacement parts.
- 3) Contractor workmanship, or repairs / replacement parts due to poor workmanship of the Contractor.
- 4) Components/ parts not furnished by Viessmann, or any product that has been altered or modified from original factory condition.
- 5) Damage caused by improper care or maintenance or failure to operate, inspect, maintain and/or service the boiler in accordance with its manuals.
- 6) Damage of any kind as a result of internal wiring or parts altered or removed, bypassing of safety circuits, modification of parts / components / circuit boards, or unsuitable mechanical water flow changes.
- 7) Intentional destruction or defacement of the name plate decal / UL certification label (including serial number).
- 8) Damage to the boiler or any of its components caused by matters outside of the control of Viessmann including, but not limited to: excessive temperatures, humidity, pressures, or water quality, any damage from improper voltage or power supply wiring or voltage transients/spikes, electrical, chemical, or electrochemical reactions, water impurities or treatment chemicals/additives (including conditions leading to unusual deposits within the water side and heat exchanger pressure vessel), unsuitable water conditions according to system design guidelines, unsuitable water conditioning system not conforming to Viessmann standards, component damage due to freezing conditions, electrical failures, acts of God, situating the boiler in an unsuitable location, or continuing to use the boiler after the onset of a malfunction or discovery of a defect.

OWNER'S RESPONSIBILITIES:

The Owner is responsible for:

- 1) All labor costs, transportation / shipping / handling / delivery costs, costs associated with examination, gaining or repairing access to the boiler or its components, or any other costs associated with repair or replacement under this warranty.
- 2) Selecting a qualified Contractor.
- 3) Following all instructions enclosed with the boiler.
- 4) Retaining proof of installation, service and maintenance records.
- 5) Contacting a Contractor, or the business you purchased the boiler from, when a problem is detected.

LIMITATIONS

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, AND IS THE SOLE AND EXCLUSIVE REMEDY OF THE OWNER. ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY AND EXPRESSLY DISCLAIMED. ANY SUCH WARRANTY IMPOSED BY LAW IS LIMITED TO THE WARRANTY PERIODS CONTAINED WITHIN THIS WARRANTY. NO WARRANTY ARISING OUT OF USAGE, CUSTOM, COURSE OF DEALING OR COURSE OF PERFORMANCE IS GIVEN BY VISSMANN OR SHALL ARISE IN CONNECTION WITH THIS WARRANTY. Some States or Provinces/Territories do not allow limitations on how long an implied warranty lasts, so the above limitation may vary by State or Province/Territory. VISSMANN SHALL NOT BE RESPONSIBLE FOR ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF USE OR LOST PROFITS). THE MAXIMUM CUMULATIVE LIABILITY OF VISSMANN SHALL NOT EXCEED THE PURCHASE PRICE THE OWNER PAID FOR THE BOILER. Some States and / or Provinces/ Territories do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

TRANSFER & ASSIGNABILITY

An Owner may Transfer and Assign this Warranty to a new Owner, subject to the following conditions: the new Owner is subject to all Terms and Conditions, requirements, exclusions, and any and all tenets of this Warranty. The duration of the assigned or transferred warranty will be the unexpired term remaining in the Warranty Period(s).

APPLICABLE LAW AND DISPUTE RESOLUTION

This warranty shall be construed in accordance with the laws of the State of Rhode Island in the United States, and the Province of Ontario in Canada, respectively, based on where the boiler is purchased and installed. All disputes arising from this warranty shall be brought before a court of appropriate jurisdiction, Owner and Viessmann waiving any objections to venue in, the exercise of jurisdiction by the appropriate courts of the State of Rhode Island or the Province of Ontario, respectively. IN THE UNITED STATES, BOTH OWNER AND VISSMANN WAIVE TRIAL BY JURY WITH RESPECT TO ANY SUIT OR ACTION ARISING OUT OF OR CONCERNING THIS WARRANTY.

HOW TO MAKE A WARRANTY CLAIM

For Warranty service, contact a Contractor. If this does not result in Warranty service, contact Viessmann directly at the appropriate address below:

Canada

Viessmann Manufacturing Company ULC
750 McMurray Road
Waterloo, Ontario • N2V 2G5 • Canada
Telephone: (888) 484-8643 • Fax: (519) 885-0887
E-mail: returns@viessmann.ca
www.viessmann.ca

United States of America

Viessmann Manufacturing Co. (U.S.), Inc.
45 Access Road
Warwick, RI • 02886 • USA
Telephone: (401) 732-0667 • Fax: (401) 732-0590
E-mail: warranty@viessmann.com
www.viessmann-us.com