

PENNCO

CAST IRON BOILERS

RESIDENTIAL CAST-IRON BOILER LIMITED TWENTY-YEAR WARRANTY

(THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE)

ATTENTION INSTALLER

This warranty is for the building owner and should be given to him or placed in sight near the boiler.

By this warranty Pennco issues limited warranties subject to the terms and conditions stated below.

First Year – Limited Warranty for Residential Cast Iron Water Boilers

(Includes Castings and Component Parts)

Pennco warrants its residential cast iron hot water boilers to be free from defects in material and workmanship under normal usage for a period of one year from the date of original installation. In the event that any part of such hot water boiler is found to be defective in material or workmanship during this one-year period, then Pennco will repair or replace, at its option, the defective part.

Second through 10th Year – Limited Warranty for the Cast Iron Section

Assembly of Residential Cast Iron Boilers

(Includes Castings Only – Not Component Parts)

Pennco warrants its cast iron section assembly of its residential boilers to be free from defects in material and workmanship under normal usage for a period of 10 years from the date of original installation. In the event the cast iron section assembly is found to be defective in material or workmanship during this period, Pennco will repair or replace, at its option, the defective cast iron section.

Eleventh through Twentieth Years – Limited Warranty

For the Cast Iron Sections of its Residential Water Boilers

Pennco warrants that the cast iron sections of its residential water boilers are free from defects in material and workmanship for the eleventh through twentieth years following the date of installation. If any sections are then found to be defective, Pennco will repair or replace, at its option, the original cast iron sections upon the payment of a proportionate charge based upon the time the defective sections have been in service. The proportionate charge will equal to the appropriate percentage of the list price of such sections at the time the warranty claim is made, determined as follows:

11 th year.....5%	13 th year.....15%	15 th year.....25%	17 th year.....35%	19 th year.....45%
12 th year.....10%	14 th year.....20%	16 th year.....30%	18 th year.....40%	20 th year.....50%

This Warranty Does Not Cover

1. This warranty does not cover expenses for removal or re-installation. The homeowner will be responsible for the cost of removing and re-installing the alleged defective part or its replacement and all labor and material connected therewith, and transportation to and from Pennco.
2. The second through twentieth-year warranty covers only the cast iron boiler sections. All other component parts furnished by Pennco, but purchased from other manufacturers, shall be limited to their warranties, if any.
3. Improper burner adjustments, control settings, care, or maintenance.

(The terms on the reverse side are part of this warranty)

(See additional terms on the face of this warranty)

4. This warranty cannot be considered as a guarantee of workmanship of an installer connected with the installation of the cast iron boiler, or as imposing a liability of any nature for unsatisfactory performance as a result of faulty workmanship in the installation, which liability is expressly disclaimed.

Limitation of Implied Warranties and Exclusion of Incidental and Consequential Damages

The exclusive remedy for breach of this warranty is expressly limited to the repair or replacement of any part found to be defective parts under conditions of normal use, and the remedy for breach of this warranty or for negligence does not extend to liability for incidental, special or consequential damages or losses, such as loss of the use of the material, inconvenience or loss of time. The maximum liability of Pennco in connection with the sale of this product shall not in any case exceed the price of the part claimed to be defective, or the price of the boiler if the entire boiler is claimed to be defective.

This written warranty is the complete and exclusive statement of warranty terms.

For all sales not subject to the Magnuson-Moss Warranty Act there are no implied warranties of merchantability and/or fitness for any particular purpose all of which are hereby specifically disclaimed.

For all other sales, all implied warranties of merchantability and/or fitness for a particular purpose are limited in duration of the period of this limited warranty.

PENNCO EXPRESSLY DISCLAIMS AND EXCLUDES ANY AND ALL LIABILITY IN TORT AND CONTRACT FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, OR FOR ITS NEGLIGENCE.

The Magnuson-Moss Warranty Act applies to “consumer” sales as contrasted with “commercial” sales. A consumer sale is one to a buyer for personal, family, or household purpose and not for the purpose of re-sale.

By “implied warranties” we mean one that the law presumes to have been given by the seller even though they aren’t set out in writing.

“Fitness for a particular purpose” means the seller knows the particular purpose for which the buyer requires the goods, and the buyer relies on the seller’s skill and judgment in making the purchase.

“Merchantable” means that the product is fit for the ordinary purposes for which that kind of product is used.

“Incidental” damages include expenses of inspection, obtaining substitute goods, transportation, etc.

“Consequential” damages include injury to persons or property resulting from a breach of warranty, and any loss from general or particular requirements known to us and which you cannot reasonably prevent.

PLEASE NOTE: *Some states do not allow the exclusion or limitation of incidental or consequential damages, or limitation on how long an implied warranty lasts, so the above limitations and exclusions may not apply to you.*

Procedure for Obtaining Warranty Service

For prompt warranty service, notify the installer who, in turn, will notify the Pennco distributor from whom he purchased the boiler. If this action does not result in warranty service, the homeowner or installer should write to Pennco, 2201 Dwyer Ave., Utica, NY, 13501, giving full particulars in support of the claim. Alleged defective part or parts must be returned through trade channels in accordance with the Pennco procedure currently in force for handling returned goods for the purpose of inspection or determining cause of failure. Pennco will furnish the new part(s) to an authorized Pennco distributor who, in turn, will furnish the part(s) to the heating contractor who installed the boiler.

12/06