

COLUMBIA'S LIMITED WARRANTY – WASTE OIL-FIRED BOILERS AND WATER HEATERS (OTHER THAN PRESSURE VESSEL)

WARRANTY

COLUMBIA BOILER COMPANY WARRANTOR, warrants to the original purchase for a period of one (1) year from date of purchase or delivery to an original purchaser, products manufactured by it which are installed and operated according to WARRANTOR'S instructions that are furnished and/or are available to a purchaser upon request, and installed according to other applicable Federal, State, and local codes or regulations and upon substantiation that said products were installed correctly, were not abused, and are defective. The exact nature of said warranty and exclusive remedy for breach by warrantor is as follows:

WARRANTOR will refund or credit to purchaser's account an amount equal to the original purchase price or at WARRANTOR'S option repair or replace at WARRANTOR'S expense products found to be defective in workmanship or material. If a problem occurs which the purchaser believes is covered by this warranty, then purchasers shall contact the seller giving the seller sufficient information to enable him to resolve the problem. If the seller is unable or unwilling to resolve the problem and the purchaser is still convinced that it is covered by the warranty he should contact the manufacturer at the address listed in the following paragraph and provide a description in writing of the problem and the attempts made to resolve it. A Seller as used herein shall mean the dealer or distributor from whom the product was purchased.

No product or part thereof may be returned pursuant to this warranty without first receiving specific written permission to do so. All requests should be addressed to COLUMBIA BOILER COMPANY, P.O. BOX 1070 POTTSTOWN, PA 19464, requesting specific authority for returning merchandise pursuant to this warranty with reasons for the request.

LIMITATIONS

Products which are abused or neglected are not covered under this Warranty. WARRANTOR shall not be responsible for this cost of removal or reinstallation of its products and shall not be liable for transportation costs to and from its plant in Pottstown, PA. Further, WARRANTOR shall not be liable for replacement, repair, or refund for component parts not manufactured by it.

Use of parts for modification or repair of the unit or any component not authorized or manufactured by Columbia Boiler Company specifically for this product shall void this warranty.

THIS WARRANTY DOES NOT INCLUDE SYSTEMS WHICH ARE NOT EQUIPPED OR INSTALLED WITH AN OXYGEN INFUSION BARRIER.

IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE SAME PERIOD OF TIME AS THIS EXPRESS LIMITED ONE (1) YEAR WARRANTY AND ARE SPECIFICALLY DISCLAIMED THEREAFTER.

COLUMBIA BOILER COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR CONTINGENT DAMAGES OR EXPENSES ARISING DIRECTLY OR INDIRECTLY FROM ANY DEFECT IN THE PRODUCT HEREBY WARRANTED.

THIS WARRANTY SHALL BE **VOID** IF SOLVENTS OR OTHER HIGHLY INFLAMMABLE FLUIDS, SUCH AS BUT NOT LIMITED TO BENZENE, METHYL ETHYL KETONES, TOLUENE, XYLENE OR NAPHTHA ARE BURNED IN OR MIXED WITH OIL FOR BURNING IN WASTE OIL BOILERS.

Some states do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you. Similarly, some states do not allow the exclusion or limitations of incidental or consequential damages, so the above exclusion of indirect, incidental, or consequential damages may not apply to you.

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

Columbia Boiler Company is not responsible for any undertaking, representation, or warranty made by any dealer, distributor, or other persons, beyond those expressly set forth in this warranty.

Effective 7/1/04, Revised 5/30/06, Revised 8/1/06, Revised 11/23/06 to 5 years

