

COMMERCIAL WARRANTIES

LIMITED WARRANTY FOR CAST IRON BOILERS SOLD FOR INDUSTRIAL, COMMERCIAL BUSINESS, OR OTHER NON-CONSUMER USAGE.

This warranty statement is effective after October 1, 2009 and supersedes all other warranties, including those contained in other documents which might be included with this merchandise. The warranty applies only to the original owner at the original place of installation.

Westcast, Inc. warrants to the owner at the original place of installation that the cast iron boiler sections were free of defects in material and workmanship when shipped, and will remain free of defects under normal usage from the date of original boiler light-off, for a period of ten years from date of startup.

In the event that the boiler sections, upon examination by Westcast should be proven to the satisfaction of Westcast, Inc. to be defective in material or workmanship during the warranty period, Westcast will repair or replace at its option the defective cast iron sections.

The owner should perform the following in order to insure prompt warranty service:

1. Notify the installer, who in turn should notify the distributor, promptly upon discovery of a condition believed to be caused by a defect in manufacture. Failing this, the owner should notify Westcast, Inc. 260 North Elm Street, Westfield, Massachusetts 01085 in writing, giving full particulars in support of the claim.

2. Make available for inspection to Westcast or its representative the parts alleged to be defective, and if requested by Westcast, Inc. ship said parts prepaid to Westcast, Inc. 260 North Elm Street, Westfield, Massachusetts, for inspection or repair.

EXCEPTIONS AND EXCLUSIONS

1. This Warranty covers cast iron boiler sections only. Other cast iron parts are specifically not warranted. The burner, jacket, controls and other auxiliary equipment furnished by Westcast, Inc. but purchased from others are warranted against defects in material and workmanship for one (1) year from date of installation or eighteen (18) months from date of shipment.

2. This Warranty does not include expenses for removal or reinstallation. The user will be responsible for the cost of replacement of the defective part, and all labor and material necessary to the exchange. Replacement material will be invoiced to the Distributor in the usual manner and will be subject to adjustment upon proof of defect.

3. Nothing herein shall be construed as a guaranty of workmanship of any installer installing Westcast, Inc. cast iron boilers, or as imposing on the Company any liability of any nature for unsatisfactory performance caused by faulty workmanship in installation, which liability is expressly disclaimed.

4. This Warranty will not apply if the boiler is structurally altered; is used or operated at over its rated capacity; or is not maintained in accordance with Westcast, Inc.'s recommendations or the accepted good practice of the industry as defined by the Hydronics Institute, A.S.M.E. or other accepted authority.

5. This Warranty will not apply if the boiler has been damaged as a result of: fire or other casualties; flooding or exposure to the elements; settlement, distortion, collapse or cracking of any foundation area, beams or pipes surrounding the boiler; improper or negligent installation, service or operation (including but not limited to the following – improper burner adjustment, control setting or maintenance, operated with insufficient water, allowed to freeze; subject to flood conditions, or operated with chemically contaminated combustion air, or operated with water conditions and/or fuels or additives which have caused unusual deposits, corrosion, erosion, deterioration in or on the cast sections or other boiler components).

6. This Warranty applies only to boilers installed within the continental limits of the United States and Canada.

7. In order for this Warranty to be effective:

A. The boiler must have been properly installed in strict accordance with Westcast, Inc. Installation Instructions furnished with the boiler.

B. The boiler must have been serviced annually by a licensed contractor and proof of such service must be provided with warranty claim. This service must include but is not limited to fireside cleaning and proper burner adjustment with combustion testing. Proof of service must include combustion test reports showing gross stack temperature, CO₂, CO and smoke reading.

C. Boiler sections must not have been damaged in handling, shipment or installation. The determination of damage in handling or installation is considered judgement of Westcast, Inc. and such decision shall be final.

8. In no case shall Westcast, Inc.'s liability exceed the original selling price of the product found to be defective.

9. THIS WARRANTY IS IN LIEU OF ALL EXPRESS WARRANTIES OF ANY KIND. THE REMEDIES UNDER THIS WARRANTY ARE EXCLUSIVE AND WESTCAST, INC. NEITHER ASSUMES NOR AUTHORIZES ANYONE TO ASSUME FOR IT ANY OTHER OBLIGATIONS. IN NO EVENT SHALL WESTCAST, INC. BE LIABLE UNDER THIS WARRANTY OR OTHERWISE IN ANY MANNER FOR ANY INCIDENTAL, REMOTE OR CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THIS WARRANTY OR CONDITION IMPLIED BY LAW OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

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