

# PENSOTTI

## PENSOTTI LIMITED LIFETIME WARRANTY FOR RESIDENTIAL HOT WATER HEATING APPLIANCE

### A. FIRST YEAR WARRANTY

PNA, Inc. ("Pensotti") warrants the section block (for cast iron boilers) of the Residential Hot Water Heating Appliance registered by this certificate (the "Appliance") and the installation of components installed by Pensotti on the Appliance to remain free from defects in material and workmanship during the first year of ownership under normal usage so long as it is owned by the original owner at its original place of installation. In the event that a component manufactured by Pensotti is found to be defective in material or workmanship during this period, Pensotti will, at its option, either repair or replace the Appliance free of charge (except labor costs, which shall be borne by homeowner) f.o.b. Pensotti's factory at Bangor, Maine, or such other Pensotti factory as Pensotti shall designate provided Pensotti is notified of such defect within one year after the date of installation of the Appliance. In the event that a component affixed to the Appliance but not manufactured by Pensotti is found to be defective in material or workmanship during this period, Pensotti will correct any defect in material and/or workmanship of such component provided Pensotti is notified of such defect within one year of the date of original installation of the Appliance, but only if and only to the extent that the manufacturer of such component, at its sole cost and expense, provides and will honor such a warranty with respect to such component.

### B. LIMITED LIFETIME WARRANTY FOR THE HEAT EXCHANGER OF RESIDENTIAL WATER BOILERS:

Pensotti warrants the cast iron heat exchanger of its residential water boiler to remain free from defects in material and workmanship under normal usage so long as it is owned by the original owner at its original place of installation. In the event that such heat exchanger or section is found to be defective in material or workmanship during this period, Pensotti will, at its option, either repair or replace the heat exchanger or section free of charge during the first ten (10) years (except labor costs, which shall be borne by homeowner) f.o.b. Pensotti's factory at Bangor, Maine, or such other Pensotti factory as Pensotti shall designate, and thereafter upon payment of a proportionate charge based upon the time the defective heat exchanger or section has been in service. The proportionate charge will be equal to a percentage of the retail price of such cast iron heat exchanger or section at the time the warranty claim is made, as determined by the following schedule.

YEARS INSTALLED	0-10	11th	12th	13th	14th	15th	16th	17th
% OF RETAIL PRICE	0%	5%	10%	15%	20%	25%	30%	35%
YEARS INSTALLED	18th	19th	20th	21st	22nd	23rd	24th	25th
% OF RETAIL PRICE	40%	45%	50%	55%	60%	65%	70%	75%
YEARS INSTALLED	26th and Above							
% OF RETAIL PRICE	75%							

If an identical cast iron heat exchanger is no longer available due to product obsolescence, the value used to establish the retail price will be the published price of the product closest in design and application to the original.

THE WARRANTY SET FORTH IN PARAGRAPH "A" AND THE LIMITED EXTENSION THEREOF SET FORTH IN PARAGRAPH "B" ARE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN PARAGRAPHS "C" THROUGH "E" AND ARE EXCLUSIVE AND IN LIEU OF ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PURPOSE, OR OTHER WARRANTY OF QUALITY, DESIGN, OR CONDITION, WHETHER EXPRESS OR IMPLIED, AND IN LIEU OF ALL OTHER LIABILITIES AND OBLIGATIONS ON THE PART OF PNA INC. AND PENSOTTI SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM BREACH OF WARRANTY, EXPRESS OR IMPLIED, OR NEGLIGENCE OR ANY OTHER REASON.

**EXCLUSION OF WARRANTIES:** The IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, other than those expressly set forth herein, are EXCLUDED from this transaction and shall not apply to the goods sold.

**MERGER CLAUSE:** the seller's salespeople may have made oral statements about the merchandise described in this contract. The statements do not constitute warranties, shall not be relied upon by the Buyer, and are not part of the contract for sale. The entire contract is embodied in this writing and the written limited warranty provided with the product. This writing and the written limited warranty constitute the final expression of the party's agreement and it is a complete and exclusive statement of the terms of that agreement.

### C. THE WARRANTIES SET FORTH IN PARAGRAPHS "A" AND "B" SHALL APPLY ONLY IF THE APPLIANCE:

- (1) Is used only for the specific purpose for which it was intended, namely, internal (not external) residential hot water heating system and for no other purpose and only within the Continental United States.
- (2) Is operated in accordance to Pensotti's installation and service manual (an installation and service manual was attached to the Appliance when it left Pensotti's plant and should accompany this warranty and if not, customer must order one by mailing a written request to Pensotti).
- (3) Has been properly installed in accordance with Pensotti's installation and service manual by an experienced and qualified heating mechanic skilled in installation of Pensotti Appliance.
- (4) Has been installed and operated in accordance with
  - (a) all applicable Federal, State and Local Laws, including but not limited to local ordinances and building codes; and
  - (b) all the practices and procedures recommended by applicable trade and technical organizations including, without limitation, Federal Housing Administration, Hydronics Institute, American Gas Association and Underwriters Laboratories.
- (5) Has been operated
  - (a) utilizing the particular fuel for which it was designed and equipped, as set forth in Pensotti's installation and service manual,
  - (b) at an output rate not in excess of the rate showing on the rating plate attached to the Appliance and not less than 80% of said rate (when fired with natural gas) and with appropriate automatic operating and limit controls (and adequate expansion tank properly maintained where applicable).
- (6) Has been serviced on a periodic basis, at least once a year, to assure that it is working properly and has had all repairs performed on it, as and when needed, by an experienced and qualified heating mechanic, registered plumber or oil dealer serviceman.
- (7) Has adequate ventilation and sufficient source of air, is not exposed to any unusual atmospheric conditions including, without limitation, exposure to foreign particles such as saw dust and exposure to chlorine or other corroding substances, and has used water which is not rusty, sandy, discolored or not registering a pH reading of between seven (7) and eight (8).
- (8) Has not been modified, neglected, altered, tampered with, vandalized, abused or misused, nor otherwise been subjected to accident, fire, flood or other casualty.

### D. THE WARRANTIES HEREUNDER DO NOT APPLY TO DEFECTS RESULTING FROM:

- (1) Freezing, excessive pressure or leaks at water connections or any other similar cause.
- (2) Ordinary wear, tear and usage.
- (3) Any cause, similar or dissimilar to any of the above, not resulting solely from a defect in material and/or workmanship.
- (4) Boiler dry fired due to lack of maintenance or any other reason.

### E. THE WARRANTIES HEREIN SHALL NOT BE EFFECTIVE UNLESS:

- (1) Any notice of a defect together with proof of defect is mailed to Pensotti by certified mail, return receipt requested, postage prepaid, to PNA Inc., Service Department, P.O. Box 8085, Bangor, ME 04402-8085, or such other address as Pensotti shall notify customer from time to time. (Only a return receipt card executed by a representative of Pensotti shall be satisfactory evidence of mailing.)
- (2) Any notice of defect (or request for information from Pensotti) is accompanied by this warranty document and contains the following information: heating appliance serial number, model number, date of original installation, original installing contractor and contractor's address, and name of builder and builder's address.
- (3) The defective part or parts are returned only upon written authorization from Pensotti, with transportation charges prepaid (except that Pensotti may, at its option, appoint a qualified representative to make field inspection of the unit of any defect for which purpose the customer shall permit such representative to enter upon his premises and examine the Appliance and all other parts of the heating system as such representative shall deem advisable).

NO WARRANTY OTHER THAN THE FOREGOING, EXPRESSED OR IMPLIED, IS AUTHORIZED BY PENSOTTI AND NOT REPRESENTATIVE OF PENSOTTI OR OF THE MANUFACTURER OF ANY COMPONENT HAS ANY AUTHORITY TO AMEND, EXTEND, MODIFY, ENLARGE OR CONTRACT THE FOREGOING WARRANTIES AND DISCLAIMERS OF WARRANTIES IN ANY WAY WHATSOEVER.