NEW YORKER BOILER COMPANY, INC.

Lisetime Limited Warranties

For Residential Cast Iron, Steel Water Boilers

- A) One-Year Warranty covers all New Yorker water steel, cast iron boilers. New Yorker Boiler Co., Inc. (New Yorker) warrants to the original consumer purchaser at the original installation address that the water boilers are free from defects in material and workmanship for a period of one (1) year from date of original installation. In the event that any defect in material or workmanship is found to exist on examination by New Yorker within one year of the date of installation, New Yorker will repair or furnish a replacement part free of charge, F.O.B. its factory.
- B) Four-Year Additional Warranty cover series OS, and PH Option Pkgs.,and WC residential water boilers. During the second (2nd) through fifth (5th) year after date of original installation, New Yorker warrants to the original consumer purchaser at original installation address that the pressure vessel portion of the appliance is free of defects in material workmanship. In the event that any defect in material or workmanship is found to exist on examination by New Yorker within the second (2nd) through fifth (5th) year, New Yorker will repair or furnish a replacement part, free of charge, F.O.B. its factory.
- C) Nine-Year Additional Warranty covers series AP, FR, S-AP, microTEK3, microTEK3/DV,CLW and CGW residential water boilers. During the second (2nd) through tenth (10th) year from date of original installation,New Yorker warrants to the original consumer purchaser at the original installation address that the pressure vessel portion of the appliance is free of defects in material or workmanship. In the event any defect in material or workmanship is found to exist on examination by NewYorker within the second (2nd) through tenth (10th) year of installation, New Yorker will repair or furnish a replacement par, free of charge, F.O.B. its factory in Colmar, PA.
- D) Lifetime limited Warranty covers series AP, FR, S-AP, microTEK3, microTEK3/DV, CLW and CGW residential water boilers. During the eleventh (11th) through lifetime after date of original installation, New Yorker warrants to the original consumer purchaser at the original installation address that the pressure vessel portion of the appliance is free of defects in material and workmanship. In the event any defect in material or workmanship is found to exist, on examination by New Yorker within the eleventh (11th) through lifetime, New Yorker will furnish a replacement part at a charge equal to a proportionate amount of the List Price of the pressure vessel, as shown in New Yorker's current Parts Price List, as of the date of the warranty claim, F.O.B. its factory.
- E) Exceptions and Exclusions

Years In Warranty Claim	11th	12th	13th	14th	15th	16th	17th	18th
Homeowner Pays	5%	10%	15%	20%	25%	30%	35%	40%

Years In Warranty Claim	19th	20th	21st	22nd	23rd	24th	25th year and beyond
Homeowner Pays	45%	50%	55%	60%	65%	70%	75%

- 1. The second (2nd) through lifetime ltd. Warranty cover the pressure vessel only. Accessory parts such as burner control, circulator, tankless water heater, New Yorker Mate, etc. furnished by New Yorker but purchased from other manufacturers shall be limited to their warranties.
 - 2. The second (2nd) through lifetime ltd. Warranty covers

- series AP, FR, S-AP, microTEK3, microTEK3/DV, CLW, and CGW hot water heating boilers installed inside a one- or two-family residential dwelling for the purpose of heating the dwelling. This warranty does not apply to boilers installed in more than two-family apartments or for commercial or industrial installations.

 3. The additional second (2nd) through fifth (5th) year warranty covers series OS and PH Option Pkgs., and WC boilers installed for the specific purpose each was designed: ie: Series OS for outside installation, Series PH for outside pool heating application, and Series WC for inside application as a companion unit connected with a hot water heating boiler.
- 4. This warranty does not cover removal or reinstallation of equipment. The owner will be responsible for the cost of removing and reinstalling the defective part or its replacement, as well as the cost for all the labor and material connected therewith.
 5. This warranty applies to boilers installed within the 48 contiguous United States.
- 6. This warranty is void if:
 - a. Sealer has been added to the boiler to eliminate system leaks.
 - b. The boiler was not installed in strict accordance with the installation manual furnished with the boiler.
 - c. The boiler was not installed by an installer regularly engaged in the installation manual furnished with the boiler.
 - d. The boiler utilized a fuel for which it was not designed or equipped.
 - e. The boiler has been operated at an input greater than specified on the rating plate.
 - f. The boiler does not have adequate ventilation and sufficient air for proper combustion, or is exposed to any unusual atmospheric conditions including, without limitation, exposure to foreign particles such as lint, saw dust, animal hair, etc.
 - g. The boiler has not been properly maintained and serviced annually by a qualified heating contractor or oil burner servicemen and tested for efficiency in accordance with prescribed practices.
 - h. The boiler has been operated at temperatures or pressures exceeding that specified by New Yorker.
- 7. Further, this warranty is effective July 1, 1997, and does not cover. a. ordinary wear and tear.
 - b. failure due to lack of water, freezing, fire, flood, acts of God, negligent or improper operation, improper water conditioning, or failure due to improper internal or external maintenance.
 - c. Any boiler that has been structurally altered.
 - d. Boilers installed or warranted prior to July 1, 1997.

The manufacturer will not be liable for any labor connected with the repair or replacement of the equipment nor for any other expense incident to such repair, nor for any consequential damages direct or indirect caused by the failure of any warranted part. However, note that some states do not allow the exclusion or limitation or incidental or consequential damages so the above limitation or exclusion may not apply to you. This warranty shall start on the date your boiler is installed. In the event that you need service under this warranty, the following procedure should be followed:

- 1. Contact the contractor who installed your boiler.
- If you need assistance under this warranty that cannot be obtained locally, write Consumer Services Department, New Yorker Boiler Company, Inc., Box 295, Colmar, PA 18915.

This warranty excludes all expressed or implied warranties which extend beyond the time contained herein and specifically excludes the implied warrant for merchantability. With respect to these exclusions, however, please note that some states do not allow limitations on an implied warranty or on the length of time a warranty lasts, so the above limitation may not apply to you. This warranty gives you specific legal rights which may vary from state to state.

** Commercial Units are limited to A) One-Year Warranty.....