

TRIPLE-FLEX BOILER WARRANTY

BRYAN STEAM LLC

("Seller")

LIFETIME THERMAL SHOCK WARRANTY

Subject to the terms and conditions herein, Seller warrants to the original owner at the original installation site that the boiler pressure vessel is covered against failure due to "Thermal Shock" for the lifetime of the boiler as described below:

This warranty is only valid if the boiler is installed and operated in accordance with our Installation and Operation Manual.

This warranty shall cover leaks in pressure vessel (boiler tubes, upper and lower drums) when upon inspection by us, such damage is attributed to unequal expansion, often described as "thermal shock."

This warranty does not cover damages or failures that can be attributed to corrosion, scale, dirt or sludge accumulation in the boiler, low water conditions, failure of any safety devices or any other improper service, operation or neglect.

FLUE GAS CORROSION WARRANTY

Subject to the terms and conditions herein, Seller warrants to the original owner at the original installation site that the pressure vessel and flue collector are covered against failure due to fireside flue gas corrosion per the schedule as follows:

- A. Upper and Lower Pressure Vessel Headers
10 years from date of shipment.
- B. Flexible Boiler Tubes
5 years from date of shipment.
- C. Flue Collector Sides, Top and Bottom
5 years from date of shipment.

BURNER HEAD WARRANTY

Subject to the terms and conditions herein, Seller warrants to the original owner at the original installation site that the burner head will be free from defects in materials and workmanship for a period of 24 months after the date of shipment.

LIMITED WARRANTY

Subject to the terms and conditions herein, Seller warrants to the original owner at the original installation site that products manufactured by Seller ("Products") comply, at the time of manufacture, with recognized hydronics industry regulatory agency standards and requirements then in effect and will be free from defects in materials and workmanship for a period of 12 months after the date of start-up or 18 months after the date of shipment, whichever shall be less (the "Warranty Period").

REMEDY

- A. The sole remedy for breach of this warranty is expressly limited to the repair or replacement of any part found to be defective under conditions of normal use within the Warranty Period. Installation is not included.
- B. Warranty - The owner must notify the original installer of the Product and Seller, in writing, within the Warranty Period, providing a detailed description of all claimed defects. Transportation to a factory or other designated facility for repairs of any products or items alleged defective shall, in all events, be the responsibility and at the cost of the owner.

EXCLUSIONS

Seller shall have no liability for:

- A. Incidental, special, or consequential damages, such as loss of the use of products, facilities, or production, inconvenience, loss of time or labor expense involved in repairing or replacing the alleged defective Product.
- B. The performance of any Product under conditions varying materially from those under which such Product is usually tested under industry standards as of the time of shipment.
- C. Any damages to the Product due to abrasion, erosion, corrosion, deterioration, abnormal temperature, or the influence of foreign matter or energy.
- D. The design or operation of owner's plant or equipment or of any facility or system of which any Product may be made a part.
- E. The suitability of any product for any particular application.
- F. Any failure resulting from misuse, modification not authorized by Seller in writing, improper installation, or lack of proper maintenance.
- G. Equipment furnished by the owner, either mounted or unmounted, or when contracted for by the owner to be installed or handled.

Seller's liability under this warranty shall not in any case exceed the amount paid for the Product found to be defective.

THIRD-PARTY WARRANTIES

For goods or components not manufactured by Seller, the warranty obligations of Seller shall, in all respects, conform and be limited to the warranty actually extended to Seller by its vendors.

SEVERABILITY

To the extent that any provision of this warranty would be void or prohibited under applicable law, such provisions shall be limited in effect to the minimum extent necessary to render the remaining provisions hereof enforceable.

NO OTHER WARRANTIES

Seller makes no implied warranty of merchantability or fitness for a particular purpose, or other warranties with respect to any products or services except as expressly set forth in this limited warranty.