

# Weil-McLain® High-Efficiency Gas Boiler Model Evergreen®

## Limited Warranty for Residential Use

Please register your purchase of this Weil-McLain Product at [www.weil-mclain.com](http://www.weil-mclain.com).  
Retain proof of purchase and installation date.

### A. What Does This Limited Warranty Cover?

This Limited Warranty for Residential Use covers any defects in material and workmanship in your Weil-McLain High-Efficiency Gas Boiler Model Evergreen (the “Product”).

### B. How Long Does The Coverage Last?

There are two separate coverage periods under this Limited Warranty: (1) the Heat Exchanger Limited Warranty Period, and (2) the Parts Limited Warranty Period. The Heat Exchanger Limited Warranty Period runs for twelve years from the date your Product was installed. The Parts Limited Warranty Period runs for five years from the date your Product was installed and applies to all parts of your Product except the heat exchanger.

Item	Coverage
Heat Exchanger	12 years
All Other Parts	5 years

### C. Who Can Make Claims Under This Limited Warranty?

This Limited Warranty is available to you if you are the original retail purchaser and the Product has only been used for personal, family, or household purposes. Weil-McLain defines Products “used for personal, family, or household purposes” as any Products used in (1) any single-family dwelling or (2) a two-family owner-occupied solely residential building where the Product services the owner's residence. Weil-McLain defines Products used in any other manner to be Products “used for business purposes.” This Limited Warranty does not provide coverage to you if you use the Product at any time for business purposes. A Product used at any time for business purposes is covered by the Limited Warranty for Commercial Use for the Weil-McLain High-Efficiency Gas Boiler Model Evergreen.

### D. What Will Weil-McLain Do To Correct Problems?

If Weil-McLain determines during the Heat Exchanger Limited Warranty Period that the heat exchanger is defective in material or workmanship, then Weil-McLain will provide a replacement heat exchanger. If Weil-McLain determines during the Parts Limited Warranty Period that any part other than the heat exchanger is defective in material or workmanship, then Weil-McLain will provide a replacement part.

Weil-McLain will provide replacement heat exchangers and other parts free of charge. Weil-McLain will furnish replacement heat exchangers from the closest comparable boiler model available from Weil-McLain at the time of the replacement.

If Weil-McLain provides a replacement heat exchanger, then that replacement heat exchanger will be covered under this Limited Warranty for the time remaining in the original Heat Exchanger Limited Warranty Period. If Weil-McLain provides a replacement for any part other than the heat exchanger, then that replacement part will be covered under this Limited Warranty for the time remaining in the original Parts Limited Warranty Period.

### E. What Will Weil-McLain Not Do To Correct Problems?

Weil-McLain will not pay for the labor to remove any heat exchanger or other part that is the subject of your warranty claim or to install replacements provided under this Limited Warranty. Additionally, Weil-McLain will not pay for the cost of any tools, repair materials, or travel necessary to perform the removal or installation.

# Weil-McLain® High-Efficiency Gas Boiler

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#### F. What Is Not Covered Under This Limited Warranty?

This Limited Warranty does not cover any Product that has been moved from its original installation site and any components that are not supplied by Weil-McLain. Additionally, this Limited Warranty does not cover claims you make if the failure, malfunction, or unsatisfactory performance of, or damage to, your Product resulted from or is attributable to:

- (1) Inaccurate or incomplete information or data supplied or approved by any party other than Weil-McLain;
- (2) The failure to properly size the Product for its use;
- (3) Installation not done in accordance with manufacturer's instructions;
- (4) Services provided by and workmanship of the installer of the Product;
- (5) Components that are not supplied by Weil-McLain;
- (6) Improper or negligent operation, adjustment, control settings, repair, care, or maintenance of the Products, or the failure to adjust, set the controls of, repair, care for, or maintain the Products;
- (7) Operation with combustion air contaminated by chemical vapors, with improper fuel additives, or with water conditions that have caused deterioration or unusual deposits in the heat exchanger;
- (8) Freezing, accident, fire, flood, or other acts of God; abuse or misuse; unauthorized alteration; or power surges or failures; and
- (9) Normal wear and tear.

**WEIL-McLAIN'S MAXIMUM LIABILITY SHALL NOT EXCEED THE ACTUAL PURCHASE PRICE PAID BY YOU FOR YOUR PRODUCT. IN NO EVENT SHALL WEIL-McLAIN BE RESPONSIBLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION DAMAGE TO OR LOSS OF OTHER PROPERTY), OR PUNITIVE DAMAGES, WHETHER SUCH CLAIM OR ACTION IS BASED ON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY.** 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.

**ALL IMPLIED WARRANTIES ARE LIMITED IN THEIR DURATION TO THE APPLICABLE WARRANTY PERIOD STATED ABOVE. ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED IN THEIR ENTIRETY AFTER EXPIRATION OF THEIR APPLICABLE WARRANTY PERIOD SET FORTH ABOVE.** Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

#### G. How Do You Make A Warranty Claim?

If you believe you have a claim under this Limited Warranty, please contact a heating or plumbing contractor of your choice. Your contractor will perform a diagnosis and advise you as to whether you may have a claim covered by this Limited Warranty. If your contractor advises you that you may have a claim covered by this Limited Warranty, then the contractor will file the claim with Weil-McLain on your behalf. You must make all parts that are subject to a warranty claim available to your contractor for return to Weil-McLain. If you have questions about this process or the status of your claim, you may contact the **Weil-McLain Warranty Center, 523 S New Street, Eden, NC, 27288**, or call **1-800-654-2109, Option 3**, or email [wm.w@weil-mclain.com](mailto:wm.w@weil-mclain.com). In addition to the information provided here, you can find complete warranty details and procedures at [www.weil-mclain.com](http://www.weil-mclain.com).

#### H. How Can You Register Your Purchase?

Please register your purchase at [www.weil-mclain.com](http://www.weil-mclain.com). Registration is not required to activate your warranty, but you should retain proof of purchase and installation date.

#### I. How Does State Law Relate To This Limited Warranty?

This Limited Warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

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If you have any questions about your coverage under this Limited Warranty, please contact Weil-McLain using the contact information provided above. To learn how to properly care for and maintain your Product, please review the printed information provided with your Product. You can also obtain this information at [www.weil-mclain.com](http://www.weil-mclain.com).