Weil-McLain[®] Branded High-Efficiency Gas Boiler

SVF Models

Limited Warranty for Residential Use

Please register your purchase of this Product at <u>www.weil-mclain.com</u>. 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 and protection from thermal shock in your Weil-McLain[®] Branded High-Efficiency SVF Gas Boiler (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 ten years from the date on which your Product was installed. The Parts Limited Warranty Period runs for two years from the date on which your Product was installed and applies to all parts of your Product except the heat exchanger.

| Item | Coverage |
|-----------------|----------|
| Heat Exchanger | 10 years |
| All Other Parts | 2 years |

C. Who Can Make Claims Under This Limited Warranty?

This Limited Warranty is available to you if you are the original retail purchaser or a subsequent owner and the Product has only been used for personal, family, or household purposes. Under the terms of this Warranty, Products "used for personal, family, or household purposes" are defined 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. This Limited Warranty 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[®] Branded High-Efficiency SVF Gas Boiler Models.

D. What Will We¹ Do To Correct Problems?

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

If the decision to provide a replacement boiler is made, it will be furnished from the closest comparable Weil-McLain[®] brand boiler model available at the time of the replacement. The replacement boiler will be covered under this Limited Warranty for the time remaining in the original Heat Exchanger Limited Warranty Period.

If the decision is made to provide a replacement for any part other than the heat exchanger, that replacement part will be covered under this Limited Warranty for the time remaining in the original Parts Limited Warranty Period.

E. What Will We Not Do To Correct Problems?

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

¹ The terms "we," "Us," and/or "Our(s)" and "WMT" as used at all times and interchangeably in this document and for the purposes of any claims related to this Limited Warranty refers to WM Technologies, LLC, a Delaware Limited Liability Company having a place of business located at 523 S New Street, Eden, NC 27288.

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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 us. 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 other party;
- (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 us;
- (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.

OUR MAXIMUM LIABILITY SHALL NOT EXCEED THE ACTUAL PURCHASE PRICE PAID BY YOU FOR YOUR PRODUCT. IN NO EVENT SHALL WE 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 qualified 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 on your behalf. You must make all parts that are subject to a warranty claim available to your contractor for return to us. If you have questions about this process or the status of your claim, you may call the **Warranty Call Center at 1-800-654-2109**, or email <u>wm.w@.weil-mclain.com</u>. In addition to the information provided here, you can find complete warranty details and procedures at <u>www.weil-mclain.com</u>.

H. How Can You Register Your Purchase?

Please register your purchase at <u>www.weil-mclain.com</u>. 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 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 us 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 <u>www.weil-mclain.com</u>.