

# NEW YORKER BOILER CO., INC.

## Limited Warranties

### For Residential Cast Iron and Steel Boilers

By this Warranty Statement New Yorker Boiler Co., Inc. ("New Yorker"), issues limited warranties subject to the terms and conditions stated below. These limited warranties apply to residential cast iron and steel water boilers labeled with the New Yorker® brand which are sold on or after March 1, 2004.

#### ONE YEAR LIMITED WARRANTY

One Year Limited Warranty for Residential Water Boilers New Yorker warrants to the original consumer purchaser at the original installation address that its residential cast iron and steel water boilers will be free from defects in material and workmanship under normal usage for a period of one year from the date of original installation. In the event that any defect in material or workmanship is found during the one year period following the date of installation, New Yorker will, at its option, repair the defective part or provide a replacement free of charge, F.O.B. its factory.

#### WC BOILER FIVE YEAR LIMITED WARRANTY

Five Year Pressure Vessel Limited Warranty for WC™ Residential Water Boilers New Yorker warrants to the original consumer purchaser at the original installation address that the pressure vessel of the boiler will be free of defects in material and workmanship under normal usage for a period of five years following the date of installation. In the event that any defect in material or workmanship is found during the five year period following the date of installation, New Yorker will, at its option, repair the defective pressure vessel or provide a replacement free of charge, F.O.B. its factory.

#### LIFETIME LIMITED WARRANTY

For all gas/oil-fired residential boilers, New Yorker warrants to the original consumer purchaser at the original installation address that the heat exchanger of the boiler will be free of defects in material and workmanship under normal usage for the lifetime of the original consumer purchaser. In the event that any defect in material or workmanship is found during the ten year period following the date of installation, New Yorker will, at its option, repair the defective pressure vessel or provide a replacement free of charge, F.O.B. its factory. In the event that any defect in material or workmanship is found after the tenth year following the date of installation, New Yorker will provide a replacement pressure vessel upon payment by the original consumer purchaser of an amount equal to a percentage of the then current retail price of the model boiler involved (or, in the event that such model is not then in production, the most comparable model then in production), as follows:

		Service Charge as a % of Retail Price																			
Years in Service	1-5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25+
WC Boilers	N/C	100																			
Water Boilers	No Charge	5	10	15	20	25	30	35	40	45	50	55	60	65	70	75					
Steam Boilers	No Charge	100																			

#### EXCEPTIONS AND EXCLUSIONS

- Components Manufactured by Others** - following the expiration of the foregoing one year limited warranty, all component parts of a boiler which are manufactured by others (such as burners, burner controls, circulator, tankless water heater, and New Yorker Link) shall be subject only to the manufacturer's warranty, if any.
- Removal and Replacement Costs** - these warranties do not cover expenses of removal or reinstallation. The consumer purchaser will be responsible for the cost of removing and replacing any defective part and all labor and related materials connected therewith. Replacement parts will be invoiced to the distributor in the usual manner and will be subject to adjustment upon proof of defect.
- Proper Installation** - these warranties are conditioned upon the installation of the boiler in strict compliance with New Yorker's Installation, Operating and Service Instructions. New Yorker specifically disclaims any liability of any kind which arises from or relates to improper installation.
- Improper Use or Maintenance** - these warranties will not be applicable if the boiler is used or operated over its rated capacity, is installed for uses other than home heating, or is not maintained in accordance with New Yorker's Installation, Operating and Service Instructions and hydronics industry standards.
- Improper Operation** - these warranties will not be applicable if the boiler has been damaged as a result of being improperly serviced or operated, including but not limited to the following:

operated with insufficient water; allowed to freeze; subjected to flood conditions; or operated with water conditions and/or fuels or additives which cause unusual deposits or corrosion or on the pressure vessel or associated controls.

- Geographic Limitations** - these warranties apply only to boilers installed within the 48 contiguous United States.
- Installation Requirements** - in order for these warranties to be effective:
  - The boiler must be installed in a single or two-family residential dwelling. This warranty does not apply to boilers installed in apartments for commercial or industrial applications.
  - The boiler must be installed in strict compliance with New Yorker's Installation, Operating and Service Instructions by an installer regularly engaged in boiler installations.
  - Boiler sections must not have been damaged during shipment or installation.
  - The boiler must be vented in accordance with chimney recommendations set forth in New Yorker's Installation, Operating and Service Instructions.
- Exclusive Remedy** - New Yorker's obligation in the event of any breach of these warranties is expressly limited to the repair or replacement of any part found to be defective under conditions of normal use.
- Limitation of Damages Under no circumstances will New Yorker be liable for incidental, indirect, special or consequential damages of any kind under these warranties, including, without limitation, injury or damage to persons or property and damages for loss of use, inconvenience or loss of time.** New Yorker's liability under these warranties shall under no circumstances exceed the purchase price paid for the boiler involved. 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.
- Limitation of Warranty** - these limited warranties are given in lieu of all other express warranties and set forth the entire obligation of New Yorker with respect to any defect in a residential water boiler. New Yorker shall have no express obligations, responsibilities or liabilities of any kind, other than those set forth herein.

ALL APPLICABLE IMPLIED WARRANTIES, IF ANY, INCLUDING ANY WARRANTY OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY LIMITED DURATION TO A PERIOD OF ONE YEAR, EXCEPT THAT IMPLIED WARRANTIES, IF ANY, APPLICABLE TO THE PRESSURE VESSEL OF A RESIDENTIAL WATER BOILER SHALL BE LIMITED IN DURATION TO THE LESSER OF THE DURATION OF SUCH IMPLIED WARRANTY OR A PERIOD EQUAL TO THE TERM OF THE APPLICABLE EXPRESS WARRANTY

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

#### PROCEDURE FOR OBTAINING WARRANTY SERVICE

Upon discovery of a condition believed to be related to a defect in material or workmanship covered by these warranties, the original consumer purchaser should notify the installer, who will in turn notify the distributor. If this action is not possible or does not produce a prompt response, the original consumer purchaser should write to New Yorker Boiler Co., Inc. at P.O. Box 10, Hatfield, PA 19440-0010, giving full particulars in support of the claim.

The original consumer purchaser is required to make available for inspection by New Yorker or its representatives the parts claimed to be defective and, if requested by New Yorker, to ship those parts prepaid to New Yorker at the above address for inspection or repair. In addition, the original consumer purchaser agrees to make all reasonable efforts to settle any disagreement arising in connection with any warranty claim before resorting to legal remedies in the courts.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.



**New Yorker**  
RESIDENTIAL HEATING BOILERS