

# GRANBY INDUSTRIES L.P.

## LIMITED LIFETIME WARRANTY FOR CONFORTO AT SERIES ELECTRIC BOILER HEATING APPLIANCE INSTALLED IN CANADA.

### A. FIRST 5 YEARS WARRANTY

GRANBY INDUSTRIES ("Granby") warrants the heat exchanger of the Conforto AT Series Electric Boiler Heating Appliance registered by this certificate (the "Appliance") and the installation of components installed by Granby on the Appliance to remain free from defects in material and workmanship during the first five (5) years of ownership under normal usage so long as it is owned by the original owner or subsequent homeowner and remains installed at its original place of installation. In the event that a component manufactured by Granby is found to be defective in material or workmanship during this period, Granby will, at its option, either repair or replace the Appliance free of charge (except labour costs, which shall be borne by homeowner) F.O.B. Granby's factory at 98 des Industries, Cowansville, QC, J2K 0A1, or such other Granby factory as Granby shall designate, provided that Granby is notified of such defect within the first five (5) years after the date of installation of the Appliance. In the event that a component affixed to the Appliance but not manufactured by Granby is found to be defective in material or workmanship during this period, Granby will correct any defect in material and/or workmanship of such component provided Granby is notified of such defect within the first five (5) years of the date of original installation of the Appliance.

### B. LIMITED LIFETIME WARRANTY FOR THE HEAT EXCHANGER OF CONFORTO AT SERIES ELECTRIC BOILER HEATING APPLIANCE:

Granby warrants the heat exchanger of its Conforto AT Series electric boiler appliance to remain free from defects in material and workmanship under normal usage so long as it is owned by the original owner or subsequent homeowner remains installed at its original place of installation. In the event that the heat exchanger is found to be defective in material or workmanship during this period, Granby will, at its option, either repair or replace the heat exchanger free of charge during the first twenty (20) years (except labor costs, which shall be borne by the homeowner) F.O.B. Granby's factory at 98 des Industries, Cowansville, QC J2K 0A1, or such other Granby factory as Granby shall designate, and thereafter upon payment of a proportionate charge based upon the time the defective heat exchanger has been in service. After the first twenty (20) years the proportionate charge to the owner will be equal to a percentage of the retail price of such heat exchanger at the time the warranty claim is made, as determined by the following schedule.

YEARS INSTALLED	0-20	21 <sup>st</sup>	22 <sup>nd</sup>	23 <sup>rd</sup>	24 <sup>th</sup>	25 <sup>th</sup> and above
% OF RETAIL PRICE	0%	25%	35%	40%	50%	75%

If an identical heat exchanger is no longer available due to product obsolescence, the value used to establish the retail price will be the published price of the product closest in design and application to the original.

THE WARRANTY SET FORTH IN PARAGRAPH "A" AND THE LIMITED EXTENSION THEREOF SET FORTH IN PARAGRAPH "B" ARE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN PARAGRAPHS "C" THROUGH "E" AND ARE EXCLUSIVE AND IN LIEU OF ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PURPOSE, OR OTHER WARRANTY OF QUALITY, DESIGN, OR CONDITION, WHETHER EXPRESS OR IMPLIED, AND IN LIEU OF ALL OTHER LIABILITIES AND OBLIGATIONS ON THE PART OF GRANBY SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM BREACH OF WARRANTY, EXPRESS OR IMPLIED, OR NEGLIGENCE OR ANY OTHER REASON.

**EXCLUSION OF WARRANTIES:** The IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, other than those expressly set forth herein, are EXCLUDED from this transaction and shall not apply to the goods sold.

**MERGER CLAUSE:** the seller's salespeople may have made oral statements about the merchandise described in this contract. The statements do not constitute warranties, shall not be relied upon by the Buyer, and are not part of the contract for sale. The entire contract is embodied in this writing and written limited warranty provided with the product. This writing and the written limited warranty constitute the final expression of the party's agreement and it is a complete and exclusive statement of the terms of that agreement.

### C. THE WARRANTIES SET FORTH IN PARAGRAPHS "A" AND "B" SHALL APPLY ONLY IF THE APPLIANCE:

- (1) Is used only for the specific purpose for which it was intended, namely internal (not external) residential hot water heating system and for no other purpose and only within Canada.
- (2) Is operated in accordance with Granby's installation and service manual (an installation and service manual were supplied with the Appliance when it left Granby's plant and should accompany this warranty and if not, customer can download a copy on Granby's website: [www.granbyindustries.com](http://www.granbyindustries.com)
- (3) Has been properly installed in accordance with Granby's installation and service manual by an experienced and qualified heating mechanic skilled in installation of boiler Appliance.
- (4) Has been installed and operated in accordance with
  - (a) all applicable Federal, Provincial and Local Laws, including but not limited to local ordinances and building codes; and
  - (b) all the practices and procedures recommended by applicable trade and technical organizations including, without limitation, Federal Housing Administration, Hydronics Institute, American Gas Association and Underwriters Laboratories.
- (5) Has been operated
  - (a) utilizing the proper electrical voltage for which it was designed and equipped, as set forth in Granby's installation and service manual; and
  - (b) at an output rate not more than the rate showing on the rating plate attached to the Appliance and not less than said rate and with appropriate automatic operating and limit controls.
- (6) Has been serviced on a periodic basis, at least once a year, to assure that it is working properly and has had all repairs performed on it, as and when needed, by an experienced and qualified heating mechanic, registered plumber, or serviceman.
- (7) Is not exposed to any unusual atmospheric conditions including, without limitation, exposure to foreign particles such as saw dust and exposure to chlorine or other corroding substances, and has used water, which is not rusty, sandy, discolored with a registering pH reading of between seven (7) and eight (8).
- (8) Has not been modified, neglected, altered, tampered with, vandalized, abused, or misused, nor otherwise been subjected to accident, fire, flood, or another casualty.

### D. THE WARRANTIES HEREUNDER DO NOT APPLY TO DEFECTS RESULTING FROM:

- (1) Freezing, excessive pressure or leaks at water connections or any other similar cause.
- (2) Ordinary wear, tear, and usage.
- (3) Any cause, similar or dissimilar to any of the above, not resulting solely from a defect in material and/or workmanship.
- (4) Boiler dry powered due to lack of maintenance or any other reason.
- (5) If boiler is used in a Commercial application, where the term periods of this warranty become 2-year on parts and a 10-year on the heat exchanger.

### E. THE WARRANTIES HEREIN SHALL NOT BE EFFECTIVE UNLESS:

- (1) Any notice of a defect together with proof of defect is mailed to Granby by certified mail, return receipt requested, postage prepaid, to Granby Industries L.P., 98 des Industries, Cowansville, QC, J2K 0A1, Canada, or such other address as Granby shall notify customer from time to time. (Only a return receipt card executed by a representative of Granby shall be satisfactory evidence of mailing).
- (2) Any notice of defect (or request for information form Granby) is accompanied by this warranty document and contains the following information: heating appliance serial number, model number, date of original installation, original installing contractor and contractor's address, and name of builder and builder's address.
- (3) The defective part or parts are returned freight prepaid only upon written authorization from Granby, (except that Granby may, at its option, appoint a qualified representative to proceed to a field inspection of the Appliance of any defect for which purpose the customer shall permit such representative to enter upon his premises and examine the Appliance and all other parts of the heating system as such representative shall deem advisable).

NO WARRANTY OTHER THAN THE FOREGOING, EXPRESSED OR IMPLIED, IS AUTHORIZED BY GRANBY AND NOT REPRESENTATIVE OF GRANBY OR OF THE MANUFACTURER OF ANY COMPONENT HAS ANY AUTHORITY TO AMEND, EXTEND, MODIFY, ENLARGE OR CONTRACT THE FOREGOING WARRANTIES AND DISCLAIMERS OF WARRANTIES IN ANY WAY WHATSOEVER.