

LIMITED WARRANTY MODULATING - CONDENSING BOILER XPAK™ HEATING BOILERS MODELS 85 & 120

SCOPE OF WARRANTY:

Raypak, Inc. ("Raypak") warrants to the first retail purchaser of the XPAK™ Heating Boiler that was delivered with this limited warranty certificate (the "Boiler") that the Boiler will be free from defects in materials and workmanship under normal use and service for the Applicable Warranty Periods specified below. Under this Limited Warranty, Raypak will, at its option, repair or replace any defective part of the Boiler in accordance with the terms of this Limited Warranty. The Limited Warranty does not include labor or transportation costs, which are borne by the warranty claimant. The repair or replacement Boiler or part will be warranted for only the unexpired portion of the original Applicable Warranty Period. This Limited Warranty applies only to a Boiler that has NOT been moved from its original installation site. In the event that replacement or repair parts are no longer available, or significant design changes have occurred, Raypak reserves the right to replace, at its option, the Boiler or part with a current equivalent part. Please read this entire Limited Warranty to fully understand all of its terms and conditions.

APPLICABLE WARRANTY PERIODS

XPAK™ Residential Extruded Aluminum Heat Exchanger:

The Applicable Warranty Period for the aluminum heat exchanger of the Boiler in a residential installation (as defined in "Additional Warranty Exclusions and Terms", below) is twenty (20) years after the original installation date of the Boiler. During the first ten (10) years, Raypak will pay for 100% of the cost of the replacement part or repair (excluding labor and transportation costs). For years 11-20 of the Applicable Warranty Period for the residential Boiler's aluminum heat exchanger, Raypak will provide a replacement part for a defective part, **provided that** the warranty claimant pays the following percentages of the cost of the replacement part:

RESIDENTIAL WARRANTY	
The table below lists the portion of the replacement part's cost that the original homeowner will be responsible to pay	
Years into Warranty	% of List Price
First 10	0%
11	20%
12	30%
13	40%
14	50%
15	55%
16	60%
17	65%
18	70%
19	75%
20	80%

XPAK Commercial Extruded Aluminum Heat Exchanger:

The Applicable Warranty Period for the aluminum heat exchanger of the Boiler in a commercial installation (as defined in "Additional Warranty Exclusions and Terms", below) is five (5) years after the original installation date of the Boiler. During the first three (3) years of the Applicable Warranty Period, Rheem will pay for 100% of the cost of the replacement part or repair (excluding labor and transportation costs). For years 4 and 5 of the Applicable Warranty Period for the commercial Boiler's aluminum heat exchanger, Raypak will provide a replacement part for a defective part, **provided that** the warranty claimant pays the following percentages of the cost of the replacement part:

COMMERCIAL WARRANTY	
The table below lists the portion of the replacement part's cost that the original owner will be responsible to pay	
Years into Warranty	% of List Price
First 3	0%
4	20%
5	30%

RESIDENTIAL BOILER FAN:

The Applicable Warranty Period for the fan of a Boiler in a residential installation (as defined in "Additional Warranty Exclusions and Terms", below) is three (3) years from the date of original installation, or thirty-seven months (37) months from the date that the residential Boiler was shipped from Raypak's factory based on Raypak's records, whichever comes first. This Applicable Warranty Period does not apply to Boiler fans in commercial installations (as defined in "Additional Warranty Exclusions and Terms", below).

ALL OTHER COMPONENTS OF THE BOILER:

Except as otherwise specified above for the heat exchangers and residential Boiler fan, the Applicable Warranty Period for all components in the Boiler is one (1) year from date of the Boiler's original installation, or thirteen (13) months from date that the Boiler was shipped from Raypak's factory based on Raypak's records, whichever comes first.

SATISFACTORY PROOF OF ORIGINAL INSTALLATION DATE, SUCH AS INSTALLER'S INVOICE, IS REQUIRED. THIS WARRANTY WILL BE VOID IF THE BOILER RATING PLATE IS ALTERED OR REMOVED.

ADDITIONAL WARRANTY EXCLUSIONS AND TERMS:

This Limited Warranty does **NOT** apply:

1. if the Boiler has been moved from its original place of installation, or if the original purchaser no longer owns the property where the original installation was made;
2. to damage, malfunctions or failures resulting from improper installation, operation, or maintenance of the Boiler in accordance with the manufacturer's instructions;
3. to damage, malfunctions or failures resulting from misuse, neglect, alteration, accident, fire, flood and the like;
4. to damage, malfunctions or failures resulting from sediment or lime buildup, freezing, or other conditions causing inadequate water circulation;
5. to damage, malfunctions or failures resulting from high velocity flow exceeding boiler design rates;
6. to damage, malfunctions or failures resulting from connected systems devices, such as pump or controller;
7. to damage, malfunctions or failures resulting from use of accessories or other components that are not authorized in writing by Raypak for use in conjunction with the Boiler system;
8. to damage, malfunctions or failures resulting from failure to eliminate air from, or replenish water in, the connected water system;
9. to damage, malfunctions or failures resulting from chemical contamination of combustion air or use of chemically contaminated combustion air, including, but not limited to contaminants such as chlorine gas, halogenated hydrocarbons, and Freon.
10. to damage, malfunctions or failures resulting from ingestion by the Boiler of drywall, sheetrock or plasterboard dust and particles, lint or dirt.
11. to Boilers that have been installed by anyone other than a heating professional whose principal occupation is the sale and installation of heating, plumbing and/or air conditioning equipment.

For purposes of this Limited Warranty, a residential installation is defined as the installation of a Boiler in any of the following residential spaces:

- a) Single-family detached dwelling;
- b) Two-family attached dwelling; or
- c) Dwelling unit of a residential building in which each dwelling unit has an individual Boiler.

For purposes of this Limited Warranty, a commercial installation is defined as the installation of a Boiler in any site other than:

- a) Single family detached dwelling;
- b) Two family attached dwelling; or
- c) Dwelling unit of a residential building in which each dwelling unit has an individual Boiler.

HOW TO MAKE WARRANTY CLAIM:

Promptly notify the original installer, supplying the model and serial numbers of the unit, date of installation and description of the problem. The installer must then notify a Raypak distributor for instructions regarding the claim. If neither the installer nor the distributor is available, immediately notify Raypak at 800-278-5300, supplying model number, serial number, date of original installation and a description of the problem. **Proper authorization MUST be obtained PRIOR to any repairs for the Limited Warranty to apply. This Limited Warranty is VOID if the Boiler is repaired or altered in any way by ANY persons or agencies other than those authorized by Raypak.** Raypak reserves the right at all times to inspect, or require the return of, the defective Boiler or component part and to verify warranty coverage at its factory. The failed part must first be returned to Raypak if requested, with transportation charges prepaid, and all applicable warranty conditions satisfied. The replacement part will be warranted for only the unexpired portion of the original warranty. Raypak makes no warranty whatsoever on parts manufactured by others, but Raypak will apply any such warranty as may be provided by the parts manufacturer.

EXCLUSIVE WARRANTY-LIMITATION OF LIABILITY

The Limited Warranty is the only warranty given by Raypak. No one is authorized to make any other warranties on Raypak's behalf. ANY IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL NOT EXTEND BEYOND THE APPLICABLE WARRANTY PERIOD SPECIFIED ABOVE. RAYPAK'S SOLE LIABILITY WITH RESPECT TO ANY DEFECT, SHALL BE AS SET FORTH IN THIS LIMITED WARRANTY. IT IS AGREED THAT RAYPAK SHALL HAVE NO LIABILITY WHETHER UNDER THIS LIMITED WARRANTY OR IN CONTRACT, TORT OR NEGLIGENCE OR OTHERWISE FOR CLAIMS FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING NO LIABILITY FOR DAMAGE FROM WATER LEAKAGE), ALL OF WHICH ARE EXPRESSLY EXCLUDED. Some states do not allow limitations on how long an implied warranty lasts, or for the exclusion of incidental or consequential damages, so the above limitation or exclusion may not apply to you. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

We suggest you immediately record the model and serial number and date of original installation and retain this Limited Warranty Certificate in the event warranty service is needed.

DO NOT RETURN THIS DOCUMENT TO RAYPAK. KEEP IT WITH YOUR BOILER OR BUSINESS RECORDS.

Name of Owner	Name of Installer
Owners Address	Installers Address
Date of Boiler Installation	Telephone Number of Installer
Model Number of Your Boiler	Serial Number of Your Boiler