Boyertown Furnace Limited Warranty

Boyertown Furnace Company, Inc. ("Boyertown") hereby warrants to the original consumer purchaser ("Purchaser") that all equipment manufactured for and bearing Boyertown's nameplate to be free from defects in workmanship or material for a period of years as indicated below under normal use and service at a firing rate of number (2) oil not exceeding that shown on its rating plate on all models of Boyertown Furnace. If any such equipment sold by Boyertown proves to be defective in workmanship and material and if such part is within the indicated months below from the date of original installation returned to our factory, transportation charges prepaid, said part will be replaced or repaired, free of charge, F.O.B. Factory. **Purchaser's remedy shall be limited to such repair or replacement and shall be purchaser's exclusive remedy.**

The purchaser, by acceptance of this equipment, will assume all liability for the consequences of its use or misuse by the purchaser, his employees, and all other persons. All warranties are based upon the return of the defective part to the Factory for examination, and purchaser shall assume responsibility and liability for transportation and labor costs.

Boyertown shall not be liable for any consequential damages resulting from breach of this or any other warranty, express or implied. Some states do not allow the exclusion or limitations on relief such as incidental or consequential damages, so the above limitation or exclusion may not apply to you. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

Model	Warranty Period Years	Warranty Period Months
ROCA/ROLA	5	60

Heat Exchanger – Residential Single Family Limited Warranty

In addition to the above limited warranty, Boyertown warrants to the original consumer purchaser at the original installation address in a single family dwelling a limited "lifetime" warranty and adjustment policy on the heat exchanger. In the event that any defect in material and workmanship is found to exist by Boyertown Furnace Company within twenty years (20) of the original installation, Boyertown Furnace Company will at its option, with the serial number and proof of purchase by the original consumer purchaser, furnish a replacement, or repair the heat exchanger. In the event that any defect in material and workmanship is found to exist by Boyertown Furnace Company after twenty (20) years of the original installation, Boyertown Furnace Company will at its option, with the serial number and proof of purchase by the original consumer purchaser, provide a new heat exchanger at fifty percent (50%) of the then current list price, or allow a credit in the amount of fifty percent (50%) of the then current list price of an equivalent heat exchanger toward the list price purchase of an equivalent manufactured Boyertown Furnace Company unit. Proof of purchase will be required of the original purchaser when the claim is made. The purchaser must pay all other costs of warranty services, including labor costs involved in diagnostic calls, or in removing, servicing, or replacing warranty parts and or freight charges.

Heat Exchanger – Commercial Limited Warranty

In addition to the above limited warranty, Boyertown warrants to the original consumer purchaser at the original installation address, being other than a single family residence a ten (10) year warranty on the heat exchanger. In the event that any defect in material and workmanship is found to exist by Boyertown Furnace Company within ten years (10) of the original installation, Boyertown Furnace Company will at its option, with the serial number and proof of purchase by the original consumer purchaser, furnish a replacement, or repair the heat exchanger. Proof of purchase will be required of the original purchaser when the claim is made. The purchaser must pay all other costs of warranty services, including labor costs involved in diagnostic calls, or in removing, servicing, or replacing warranty parts and or freight charges.

Any Implied warranty relating to the heat exchanger covered by this warranty, including that of merchantability and fitness for a particular purpose shall be limited to the period of this limited warranty.

Boyertown shall not be liable for any consequential damages resulting from breach of this or any other warranty, express or implied. Some states do not allow the exclusion or limitations on relief such as incidental or consequential damages, so the above limitation or exclusion may not apply to you. Some states do not allow limitations on how long an implied warranty lasts, so the above may not apply to you.

Purchasers Responsibilities

In the event the original consumer purchaser believes there is a defect in material or workmanship, he shall, within thirty (30) days of the discovery of the defect, notify Boyertown in writing. Boyertown or its authorized representative at its option will inspect the furnace and its component parts to determine whether a defect exists and recommend repair or replacement if necessary under the terms of the warranty. If Boyertown determines that no such defect exists, purchaser may still pursue its remedies by commencing a civil action, but must do so **within (1) year after the cause accrued.** Some states do not allow this (1) year limitation, so it may not be applicable to you.

This warranty will not be applicable if the furnace has been damaged as a result of being improperly serviced, or operated, including but not limited to the following:

A) If the furnace is used or operated over its rated capacity, as shown on the rating plate, or installed for uses other than residential home heating or commercial heating as listed above.

B) The furnace not being connected to an adequate sized supply and return air ducts according to industry standards and/or restrictions of air flow through the furnace and duct system.

C) Furnace must be operated in an environment free from the effects of chlorinated hydrocarbons.

D) Furnace not being operated during each heating season.

E) Damages , defects or other losses that occur in anyway after the furnace or heat exchanger has been tampered with, or altered in any way, except as may be specifically directed in writing by Boyertown Furnace Company, and damages, defects or other losses arising from improper installation, adjustment or servicing of the furnace or heat exchanger.

F) No warranty is given to any equipment which has not been installed by a qualified installer according to the regulations of the National Fire Protection Standard for Oil Burning Equipment, NFPA No. 31 and in complete accordance with all existing local codes, regulations, ordinances, and authorities having jurisdiction. A qualified installer is an individual or agency responsible for the installation and adjustment of oil burning equipment. The installer should be licensed and experienced to perform the installation of such equipment according to all codes and ordinances.

G) This warranty does not cover expenses for the removal or reinstallation. The purchaser shall be responsible for the cost of removing and reinstalling the defective part including labor and material connected therewith. Upon request of Boyertown, it shall be the obligation of the purchaser to ship prepaid to Boyertown the defective part for inspection or repair.

H) This warranty is applicable only to defects in material and workmanship and shall not cover failure of the furnace or any of its component parts due to any other reason including, but not limited to (1) lack of sufficient air flow, (2) floods, (3) fire, (4) acts of God, (5) negligent or improper installation, (6) corrosion of heat exchanger surfaces, (7) leaky gaskets, (8) improper maintenance of external and fire side surfaces.