

# LIMITED WARRANTY TERMS & CONDITIONS

Revision 2 - Effective November 1, 2018

## **ARRAY Series Boiler**

## **GENERAL NOTE**

This limited warranty is provided by Riello Canada Inc. ("Riello") and covers Riello Array Series Boilers (the "Boiler"). This warranty is provided to the original purchaser as long as the Boiler remains located at its original place of installation. This warranty is provided with respect to the Boiler heat exchanger and its insulation and casing, and approved accessories designated by Riello.

The warranty is conditional upon:

- The proper installation of the Boiler by a qualified HVAC mechanical contractor or installer trained and certified in accordance with the applicable laws and regulations of the jurisdiction in which the Boiler is installed (the "Qualified Contractor"); and
- Strict adherence to the water quality guidelines as described in the Boiler operation manual; and
- Proper operation and maintenance of the Boiler in accordance with the Boiler operation manual and service bulletins as issued by Riello from time to time, and the mandatory maintenance schedule (see Appendix D).

Installation or maintenance of the Boiler by a person other than a Qualified Contractor shall void this warranty.

This warranty is applicable only to Boilers for which payment has been made in full.

Any component of a Boiler returned to Riello in connection with this warranty agreement shall become the property of Riello and may not be returned to the customer.

## **WARRANTY TERMS & CONDITIONS**

# LIFETIME THERMAL SHOCK WARRANTY

Riello warrants that the heat exchanger of the Boiler shall not fail from thermal shock damage for the lifetime of the boiler.

# TEN (10) YEAR HEAT EXCHANGER WARRANTY

Riello warrants that the heat exchanger of the Boiler shall be free from leakage, condensate corrosion, and shall be free of defects in material and workmanship for TEN (10) YEARS from the date of manufacture, which date is found within the Boiler serial number on the data plate.

The obligation of Riello under this heat exchanger warranty shall be to repair or replace those parts of the heat exchanger determined by Riello to be defective in material and/or workmanship.

# **FIVE (5) YEAR BURNER WARRANTY**

Riello warrants the burner head against failure due to defects in materials or workmanship for a period of five years from the date of manufacture (as defined by the date code engraved on the burner head end plate). This warranty covers the burner head only, and does not include failed gaskets. This warranty does not provide coverage for damage caused by corrosion due to corrosive ambient conditions, contaminated air supply, accumulation of dust, poor combustion (i.e., improper air/fuel ratio) and overfiring or underfiring beyond the recommended input range. Upon request, the defective burner head shall be returned to Riello for inspection, and annual combustion and maintenance reports must be provided for warranty consideration.

The obligation of Riello under this burner warranty shall be to repair or replace such parts determined by Riello to be defective in material and/or workmanship.

# **PARTS WARRANTY**

For any parts other than the heat exchanger and burner head warranted above, Riello warrants that the Boiler and approved accessories designated by Riello as standard equipment shall be free of defects in manufacture, material and workmanship for 18 months from shipment or 12 months from start-up (whichever comes first).

The obligation of Riello under this limited warranty shall be to repair or replace those parts determined by Riello to be defective in material and/or workmanship.

# WARRANTY EXCLUSIONS

- Any costs of labor for the examination, removal or reinstallation of allegedly defective Boiler parts, and transportation thereof to and from Riello facilities in North America or Italy, or as determined by Riello.
- Damage to the Boiler or any of its original or authorized replacement parts or other accessories designated by Riello as standard equipment caused by excessive temperatures or pressures, unsuitable fuels, fuel impurities, improper fuel mixture, fuel or gas explosion, electrical, chemical or electrochemical reaction, water impurities, unsuitable water conditions causing unusual deposits within the combustion chamber and/or the water side of the pressure vessel, water treatment chemicals or water conditioning systems, failures, flooding or acts of God, contaminated combustion air, air impurities, sulfur or sulfuric action or reaction, dust particles, corrosive vapors, oxidation, and installation of the Boiler in an unsuitable location or continued use of the Boiler after onset of a malfunction or discovery of a defect.
- Operation of the Boiler that does not comply with the conditions set out in the Appendices hereto.
- Failures or malfunctions resulting from: improper installation, operation or maintenance of the Boiler in accordance with our published Installation, Operation and Maintenance Manual or Users Information Manual provided with the product.

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# LIMITED WARRANTY TERMS & CONDITIONS



#### WARRANTY AND DAMAGE LIMITATIONS

The obligations of Riello hereunder shall also be subject to the following terms and conditions:

- Any repaired or replaced component of a Boiler and approved accessories will be warranted only for the remaining unexpired term of the warranty applicable to the original Boiler.
- Negotiations, intermediate acts, discussions, disagreements or denials concerning alleged defects or deficiencies shall not extend any warranty herein and shall not waive or be deemed to waive any requirement for notification of defect or deficiency.
- Additional costs arising out of the performance of this warranty including but not limited to transport, labor, installation, assembly, inspection, troubleshooting, testing and recommissioning of the Boiler are the responsibility of the owner.
- RIELLO IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY A BOILER.
- RIELLO DOES NOT WARRANT OR GUARANTEE THE MERCHANTABILITY OR FITNESS OF ANY BOILER FOR ANY PARTICULAR PURPOSE.
- Riello does not extend this warranty to any related parts or products that are not supplied and sold by Riello.

## **ASSIGNABILITY**

This warranty is not assignable or transferrable.

## WARRANTY NOTIFICATION

The obligations of Riello under this warranty are conditional upon the customer notifying Riello in writing within FOURTEEN (14) DAYS of the alleged defect or deficiency giving rise to a claim under this warranty.

The written notification must include the following data:

- a. Serial number of the affected Boiler, list of the alleged parts with a brief description of the failure and of the conditions under which the failure occurred.
- b. Information about the hydraulic system, flow rate, length of the venting system, installation schematic and total heating power of the system.
- c. Log file downloaded from the Boiler control system showing the list of errors and the servicing dates in chronological order.
- Identity of the Qualified Contractor who performed the Boiler start-up.

Riello reserves the sole right to make all warranty decisions. No person may provide service under this warranty without the prior approval from Riello.

## APPLICABLE LAW, JURISDICTION AND DISPUTE RESOLUTION

All disputes, claims or demands arising from or relating to this warranty shall be determined in accordance with the laws within the Province of Ontario, Canada and the Courts of Ontario shall have exclusive jurisdiction to adjudicate all such disputes, claims or demands.

If you have any questions about the coverage provided by this warranty, contact Riello at one of the addresses shown below:

## Riello Burners North America - Canada

2165 Meadowpine Blvd.

L5N 6H6 Mississauga (Ontario)

### Riello Burners North America - United States

35 Pond Park Road Hingham, MA 02043

Tel: (800) 4-RIELLO / (800) 474-3556

Fax: (866) 2-RIELLO

Website: www.rielloboilers.com

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