

## Limited Warranty – Terms and Conditions



### GENERAL NOTE

This limited warranty is provided by Riello Canada Inc. ("Riello") the following Riello products sold and installed in the United States and Canada:

Family PRO 42 KIS  
Family PRO 42 IS  
Residence PRO 32 KIS  
Residence PRO 32 IS  
Condexa PRO 75 P  
Condexa PRO NA 117 P

This warranty is provided to the original purchaser as long as the boiler remains installed at its original place of installation. This warranty is provided in respect of the boiler heat exchanger and its insulation, 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 applicable laws and regulations of the jurisdiction in which the boiler is installed ("the Qualified Contractor"); 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 provided in the Riello Installation & Operation Manual For Contractors.

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

Any component of a boiler returned to Riello in connection with this warranty agreement remains the property of Riello.

### WARRANTY TERMS & CONDITIONS

#### PARTS WARRANTY

Riello warrants that the boilers and approved accessories designated by Riello shall be free of defects in manufacture, material and workmanship for 18 months from shipment or TWELVE (12) MONTHS from start-up (whichever comes first).

Furthermore, Riello will warrant parts for boilers mentioned in this certificate for an additional FOUR (4) YEARS bringing the total parts warranty to FIVE (5) YEARS provided the boiler is registered on the riello website, [www.riello.com](http://www.riello.com), within NINETY (90) DAYS.

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

This warranty is only in respect of boilers for which payment has been made in full.

### TEN (10) YEAR WARRANTY OF PRIMARY and SECONDARY PLATE HEAT EXCHANGERS

Riello warrants that the heat exchanger(s) of the boiler shall be free from leakage, thermal shock and condensate corrosion, and shall be free from defects in material and workmanship for TEN (10) YEARS from the date of manufacture, which date is found within the boilers serial number on the data plate so long as the boiler has been registered at [www.riello.com](http://www.riello.com).

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

### WARRANTY EXCLUSION

- If the boiler is not installed by a qualified, Riello-trained heating contractor
- Any costs for labor for the examination, removal or re-installation of allegedly defective Boiler parts, and transportation thereof to and from Riello facilities in North America or Italy, or as determined by Riello.
- Failures or malfunctions resulting from: Failure to properly install, operate or maintain the Boilers in accordance with our published Installation, Operation and Maintenance Manual or Users Information Manual provided with the product.
- Failure to install a low loss header or provide proper hydronic separation where required.
- Damage to the Boilers 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 which may have caused unusual deposits within the water side and heat exchanger combustion area of the pressure vessel within the Boiler, water treatment chemicals, or water conditioning systems, electrical failures, insurrection, riots, war, or acts of God, combustion air contaminated externally, air impurities, sulfur or sulphuric action or reaction, dust particles, corrosive vapors, oxygen corrosion, and situating the Boiler in an unsuitable location or continuing use of the Boiler after onset of a malfunction or discovery of a defect.
- Deformation occurs due to freezing; improper storage or handling.
- If the appliance is not installed in accordance with all applicable local and national codes and regulations.
- If the boiler is not installed in a clean, dry area.
- Any alterations are made without written authorization by the manufacturer.

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### WARRANTY DAMAGES AND LIMITATIONS

The obligations of Riello here under 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, testing and putting a Boiler back into operational use are the responsibility of the owner.
- RIELLO IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY A Boiler.
- Riello does not extend this warranty to any Boiler or related parts or products that are not supplied and sold directly by Riello.

### ASSIGNABILITY

This warranty is not assignable.

### WARRANTY NOTIFICATION

- All warranty enquiries must notify Riello in writing, within FOURTEEN (14) DAYS of the discovery of the alleged defect or deficiency, and provide the following data:
  - a. Serial number of the affected Boiler, list of the alleged parts with a short description of the failure and of the conditions under which the failure happened.
  - b. Information about the hydraulic system, flow rate, length of the venting system, installation scheme and total heating power of the system.
  - c. Identify of the Qualified installer who performed the Boiler start-up.

Written permission is required for the return of any parts or equipment and any such return must be made on the basis of transportation charges prepaid. Shipments may be refused unless prior written permission is obtained and goods returned prepaid.

Written permission must be obtained through a local Riello distributor and must be obtained by your qualified service technician.

Contact your installing/service contractor to initiate a claim. Do not contact Riello as they cannot provide technical assistance unless you are a qualified service technician.

Parts under warranty will be replaced or credited only. Credits will only be issued to authorized wholesalers.

Maintain a copy of all service records and combustion tests as these may be required for any warranty claim.

### 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 set out below

#### **Riello Burners North America – Canada**

2165 Meadowpine Blvd.  
Mississauga, ON L5N 6H6

#### **Riello Burners North America – America**

35 Pond Park Rd.  
Hingham, MA 02043