



Limited Warranty - All Boiler Models

THIS WARRANTY SUPERCEDES ALL PRIOR WARRANTY COVERAGE.

Sussman-Automatic Corporation hereby extends to the original purchaser of its Industrial Steam and Hot Water Boilers ("Boiler Products"), and SSH Steam Superheaters and SHE Heat Exchanger products a warranty against defects in materials and workmanship for the period indicated below.

NO OTHER EXPRESS OR IMPLIED WARRANTY, WRITTEN OR ORAL APPLIES (INCLUDING, WITHOUT LIMITATION, WARRANTIES OR MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE). NO PERSON IS AUTHORIZED TO GIVE ANY OTHER WARRANTY OR ASSUME ANY OTHER LIABILITY EXCEPT BY WRITTEN STATEMENT SIGNED BY AN OFFICER OF SUSSMAN-AUTOMATIC CORPORATION, LONG ISLAND CITY, NY.

WARRANTY:

WARRANTY PERIOD: The warranty on all products extends for one (1) year from the date of first purchase by the original purchaser. The ASME pressure vessels used on Boiler Products extends for five (5) years, and on SSH Steam Superheaters and SHE Heat Exchangers extends for three (3) years, from the date of first purchase by the original purchaser.

Sussman-Automatic Corporation will repair or replace (at its sole option) a Boiler Product if it fails to conform to this warranty. In the event a Boiler Product is to be repaired pursuant to this warranty, such repair work will be performed by Sussman-Automatic Corporation or at its direction. Under no circumstances will Sussman-Automatic Corporation make reimbursement for repair costs without written authorization by Sussman-Automatic Corporation. See Merchandise Return Authorization under Terms and Conditions for returns.

LIMITATIONS:

BOILER PRODUCTS MUST BE INSTALLED, OPERATED AND MAINTAINED IN ACCORDANCE WITH ALL INSTRUCTIONS PROVIDED BY SUSSMAN-AUTOMATIC CORPORATION. FAILURE TO FOLLOW OUR INSTALLATION, OPERATING OR MAINTENANCE PROCEDURES AND/OR USE OF UNAUTHORIZED PARTS AUTOMATICALLY VOIDS THIS WARRANTY.

Purchasers and/or Users are responsible for the suitability of the products for their application.

This warranty does not apply to (i) repairs or replacements necessitated by any cause beyond the control of Sussman-Automatic Corporation including, but not limited to, any malfunction, defect or failure caused by or resulting from unauthorized service or parts; installation, operating or maintenance contrary to furnished instructions; local water conditions, handling, shipping or transit accidents; modification or repair by the user; abuse; misuse; neglect; accident; incorrect power line voltage; power line surge; lightning damage; or fire, flood, or other Acts of God; (ii) repair or replacement in the ordinary course of expendable Boiler Products part, and (iii) heating elements and boiler controls whose damage or failure is attributable to corrosion, scale, or dirt accumulations or to low water conditions.

The foregoing is in lieu of all other express warranties. Sussman-Automatic Corporation does not assume or authorize any party to assume for it any other obligation or liability.

TERMS AND CONDITIONS FOR RETURNS:

Merchandise Return Authorization: To ensure processing of warranty claim, a Merchandise Return Authorization (MRA) must be obtained by the original purchaser and prominently shown on correspondence and packages. Returns made without an MRA will not be processed. To obtain MRA, call 1-800-238-3535. Authorized returns which, after examination by Sussman, are not covered by this warranty will be subject to a labor charge.

Freight Charges and Handling Fees: The purchaser is responsible for all shipping charges. All Boiler Product returned pursuant to this warranty must be shipped freight prepaid.

Proof of Purchase: Proof of purchase (original sales receipt) identifying the model number and serial number of Boiler Product must accompany warranty claim.

SUSSMAN-AUTOMATIC CORP. IS NOT LIABLE FOR LABOR AND OTHER COSTS INCURRED IN REMOVAL, REINSTALLATION, OR UNAUTHORIZED REPAIR OF THE BOILER PRODUCT OR FOR DAMAGES OF ANY TYPE WHATSOEVER INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION CONTAINED HEREIN AND SPECIFICALLY LIABILITY FOR ANY BREACH OF ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PURPOSE IS EXCLUDED. THE DURATION OF ANY WARRANTIES WHICH MAY BE IMPLIED BY LAW NOTWITHSTANDING THE PREVIOUS SENTENCE (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS) IS LIMITED TO THE TERM OF THIS WARRANTY. IN NO EVENT SHALL SUSSMAN-AUTOMATIC CORPORATION BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM OWNERSHIP OR USE OF ANY BOILER PRODUCT, OR FOR ANY DELAY IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS WARRANTY DUE TO CAUSES BEYOND ITS CONTROL. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS AND/OR DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.