# VIESSMANN MANUFACTURING COMPANY INC. (Viessmann)



## STANDARD LIMITED WARRANTY WHO THE WARRANTY COVERS

This warranty covers the original end user / purchaser (the "Owner") of the Viessmann Vitodens 100, 200, and 222, and Vitocrossal 300 CU3 Stainless Steel Hydronic Heating series boiler(s) (the "Boiler"), purchased and installed in the United States of America, or Canada on or after June 1, 2021, subject to the terms of this Warranty. The expressed warranty is for the original installation site only.

# WHEN WARRANTY COVERAGE BEGINS

Warranty Coverage begins on the Date of Installation, or the date of shipment from Viessmann's facility in the event of a dispute between Owner and Viessmann as to the Date of Installation.

## TERMS AND CONDITIONS OF THE WARRANTY

This warranty provides legal rights. You may have other rights which vary from State to State in the United States of America, or Province to Province or Territory to Territory in Canada. The specific rights are conditional upon the following:

- Proper installation of the Boiler in accordance with all applicable regulations, industry standards, and Viessmann instructions / manuals.
- 2) Installation by a mechanical contractor or installer whose principal occupation is the sale and installation of heating, plumbing, and/or air conditioning equipment and who is properly licensed under all relevant or applicable laws of the local jurisdiction in which the Boiler is installed (the "Contractor").
- 3) Proper operation and maintenance of the Boiler by a Contractor in accordance with the Boiler manuals.
- Original and continuous installation and use of the Boiler by Owner within the United States, or Canada.
- 5) Performance of warranted part replacements or repairs or service by a Contractor.

## WHAT THE WARRANTY COVERS

If the Boiler is installed, operated, serviced, and maintained in accordance with all its manuals, in the event of a defect in materials or manufacturing workmanship, Viessmann will repair or replace the defective pressure vessel or part covered under this Warranty during the respective Warranty Period(s) below from the Date of Installation.

### Limited Pressure Vessel Warranty

The Boiler pressure vessel shall be warranted for TEN (10) YEARS.

## Limited Lifetime Pressure Vessel Warranty

If the Owner uses the Boiler exclusively for personal, family, and household purposes in a single family dwelling or a residential building where Boiler services only the Owner's or occupant's residence ("Residential Application") the pressure vessel is warranted to be free of defects in materials and workmanship resulting in a leak during the lifetime of the Boiler. Repair or replacement of a pressure vessel from a leak caused by the aforementioned kinds of defect after the tenth year in Residential Applications will be made only upon the Owner's payment of a proportionate charge based on the length of time the pressure vessel has been installed. The Owner shall be responsible for a proportionate charge indicated in the Summary of Warranty Coverage table.

Any application that is not a Residential Application as defined shall be considered a Commercial Application and ineligible for the Limited Lifetime Pressure Vessel Warranty.

If, at the time a valid Warranty claim is made, the warranted pressure vessel is discontinued and/or no longer commercially available, Viessmann will, where possible, replace the Boiler with an available, appropriately sized and technologically feasible new product that replaces the discontinued Boiler under Warranty Claim. This replacement will be subject to all installation requirements in the new Boiler documentation. The replacement Boiler in this instance will be subject to the same schedule of coverage, proportional to time elapsed and type of application, from the date of Warranty commencement, as noted in the table located in section "Summary of Warranty Coverage". In this event, the proration schedule of reimbursement will apply to the entire Boiler instead of the pressure vessel.

#### Limited Parts Warranty

All covered parts and accessories provided with the Boiler by Viessmann are warranted for **TWO (2) YEARS**. Replacement or repaired parts provided under this Warranty are warranted for the applicable unexpired period of this Warranty.

## Limited Conditional Registered and Connected Parts Warranty

Where applicable, and when properly installed and configured by a Contractor, if the Owner registers and connects/interfaces the Boiler with the Viessmann "ViCare" Mobile Application within 60 days of installation, for a continuous duration (less minor and temporary connectivity interruptions such as power or network outages), all parts and accessories provided with the Boiler by Viessmann are warranted for as long as connectivity and interface with the application remains constant, up to **FIVE (5) YEARS** from the Date of Installation. Replacement or repaired parts provided under this Warranty are warranted for the applicable unexpired period of this Warranty.

#### Summary of Warranty Coverage

The below summary is subject to all Terms and Conditions found within this Warranty.

Residential Warranty	Years of Coverage	What is covered	Viessmann Warranty Coverage	Owner's Responsibility List Price In Year of Occurrence
Limited Pressure Vessel Warranty	0-10	Pressure Vessel	100%	N/A
Limited Lifetime Pressure Vessel Warranty	11 12 13 14 15+	Pressure Vessel	80% 60% 50% 40% 25%	20% 40% 50% 60% 75%
Standard Limited 2 year Parts and Accessories Warranty	0-2	All covered parts and accessories	100%	N/A
Limited Conditional Registered and Connected Warranty	3-5	All covered parts and accessories	100%	N/A
Non-Residential				
Standard Limited 10 year Warranty	1-10	Pressure Vessel	100%	N/A
Standard Limited 2 year Parts and Accessories Warranty	0-2	All covered parts and accessories	100%	N/A

## WHAT THE WARRANTY DOES NOT COVER

This Warranty excludes the following:

- Wear and tear or consumption parts such as fuses, gaskets, igniters, electrodes, combustion chamber linings, and parts in direct contact with open flame.
- Damage caused by improper or unsuitable installation, operation, or adjustment of the Boiler, incorrect Boiler start-up, incorrect or careless handling, disregarding any instructions in the manuals supplied with the Boiler, alteration of the Boiler, or use of unauthorized replacement parts.
- 3) Contractor workmanship, or repairs / replacement parts due to poor workmanship of the Contractor.
- 4) Components / parts not furnished by Viessmann.
- 5) Damage caused by improper care or maintenance, improper removal of Boiler condensate, failure to operate, inspect, and maintain / service the Boiler and/or Burner in accordance with its manuals.
- 6) Damage to the Boiler or any of its components caused by matters outside of the control of Viessmann including, but not limited to: excessive temperatures, pressures, or water quality, unsuitable fuels, fuel impurities, improper fuel mixture, fuel or gas explosion(s), electrical, chemical, or electrochemical reactions, water impurities or treatment chemicals / additives (including conditions leading to unusual deposits within the water side and heat exchanger combustion area of the pressure vessel), unsuitable water conditions according to system design guidelines, unsuitable water conditioning system not conforming to Viessmann standards, electrical failures, acts of God, combustion air impurities or outside combustion air that is externally contaminated, situating the Boiler in an unsuitable location, or continuing to use the Boiler after the onset of a malfunction or discovery of a defect.

### **OWNER'S RESPONSIBILITIES:**

The Owner is responsible for:

- All labor costs, transportation / shipping / handling / delivery costs, costs associated with examination, gaining or repairing access to the Boiler or its components, or any other costs associated with repair or replacement under this warranty.
- 2) Selecting a qualified Contractor.
- 3) Following all instructions enclosed with the Boiler.
- 4) Retaining proof of installation, service and maintenance records.
- 5) Contacting a Contractor, or the business you purchased the Boiler from, when a problem is detected.

## LIMITATIONS

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, AND IS THE SOLE AND EXCLUSIVE REMEDY OF THE OWNER. ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY AND EXPRESSLY DISCLAIMED. ANY SUCH WARRANTY IMPOSED BY LAW IS LIMITED TO THE WARRANTY PERIODS CONTAINED WITHIN THIS WARRANTY. NO WARRANTY ARISING OUT OF USAGE, CUSTOM, COURSE OF DEALING OR COURSE OF PERFORMANCE IS GIVEN BY VIESSMANN OR SHALL ARISE IN CONNECTION WITH THIS WARRANTY. Some States or Province/Territories do not allow limitations on how long an implied warranty lasts, so the above limitation may vary by State or Province/Territory.

VIESSMANN SHALL NOT BE RESPONSIBLE FOR ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF USE OR LOST PROFITS). THE MAXIMUM CUMULATIVE LIABILITY OF VIESSMANN SHALL NOT EXCEED THE PURCHASE PRICE THE OWNER PAID FOR THE BOILER. Some States and / or Provinces/ Territories do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

#### **TRANSFER & ASSIGNABILITY**

An Owner may Transfer and Assign this Warranty to a new Owner, subject to all Terms and Conditions, requirements, exclusions, and any and all tenets of this Warranty. The duration of the assigned or transferred warranty will be the unexpired term remaining in the Warranty Period(s).

# APPLICABLE LAW AND DISPUTE RESOLUTION

This warranty shall be construed in accordance with the laws of the State of Rhode Island in the United States, and the Province of Ontario in Canada, respectively, based on where the Boiler is purchased and installed. All disputes arising from this warranty shall be brought before a court of appropriate jurisdiction, Owner and Viessmann waiving any objections to venue in, the exercise of jurisdiction by the appropriate courts of the State of Rhode Island or the Province of Ontario, respectively. IN THE UNITED STATES, BOTH OWNER AND VIESSMANN WAIVE TRIAL BY JURY WITH RESPECT TO ANY SUIT OR ACTION ARISING OUT OF OR CONCERNING THIS WARRANTY.

### HOW TO MAKE A WARRANTY CLAIM

For Warranty service, contact a Contractor. If this does not result in Warranty service, contact Viessmann directly at the appropriate address below:

### Canada

Viessmann Manufacturing Company Inc. 750 McMurray Road Waterloo, Ontario • N2V 2G5 • Canada Telephone: (888) 484-8643 • Fax: (519) 885-0887 E-mail: returns@viessmann.ca www.viessmann.ca

### United States of America

Viessmann Manufacturing Co. (U.S.), Inc. 45 Access Road Warwick, RI • 02886 • USA Telephone: (401) 732-0667 • Fax: (401) 732-0590 E-mail: warranty@viessmann.com www.viessmann-us.com